



REQUEST FOR PROPOSALS
FOR
WATER QUALITY & DISTRIBUTION SYSTEM
MANAGEMENT SERVICES
FOR THE
REGIONAL PARKS SYSTEM



San Bernardino County
Department of Public Works
Regional Parks Division
777 E. Rialto Avenue
San Bernardino, CA 92415



Proposal Number: CCP03-01PK

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I. INTRODUCTION

A. Purpose:

1. The purpose of this Request for Proposal (RFP) is to solicit bids from qualified firms (VENDOR) for provision of water quality management and maintenance services including labor, supplies and equipment per the attached specifications for Prado, Calico and Moabi Regional Park domestic water distribution systems; and water monitoring and secondary water system supervision at all other Regional Park sites in the County of San Bernardino (COUNTY).
2. The selected VENDOR will provide at no expense to the County all equipment, labor service, and maintenance necessary to perform VENDOR'S duties as provided in the RFP, and shall be responsible for primarily holding and maintaining all certifications required by this RFP.

B. Period of Contract:

1. The term of this contract is for two years with one (1) year extension based on satisfactory performance for a maximum of three (3) years, from **January 1, 2004 to December 31, 2006**.

C. Minimum Vendor Requirements – All Vendors must:

1. Have Water Treatment Plant Operator, Grade #3 or above, issued by the State of California Health and Welfare Agency Department of Health Services and must be able to obtain a Grade #4 if required at any time during this contract period.
2. Have a minimum of five (5) years continuous experience at Grade #3 level maintaining water systems.
3. Have Water Distribution Operator, Grade #2 or above, issued by the State of California, Department of Health Services.
4. Shall be certified in the installation, calibrating and monitoring of surface water monitoring systems.
5. Have a minimum of five (5) years experience in water brokering, water rights issues and interaction with and reporting to watermaster agencies.
6. Submit a resume of their company pertaining to progressive water system operational experience and two (2) water system references of equal or larger size.
7. Ensure all employees working with this water system have in their possession a valid California Drivers License issued by the Department of Motor Vehicles.
8. Ensure all employees working with this water system have in their possession a valid Hazardous Materials Transportation License issued by the Department of Motor Vehicles.
9. Have a State of California Contractors License C-36 issued by the State of California Department of Consumer Affairs.
10. County of San Bernardino Backflow Testers License issued by County of San Bernardino Department of Environmental Health Services.
11. Be certified special training in Water Sampling, issued by the American Water Works Association (AWWA).
12. Be certified special training in Water Treatment, issued by AWWA.

13. Be certified special training in Hazardous Materials First Responder, issued by State of California Office of Emergency Service (OES) Division.
14. Have Self Contained Breathing Apparatus (SCBA) training.
15. Be certified in Confined Space Entry and Attendant in compliance with CCR Title 8 section 5156-5158.
16. Be familiar and operate and make repairs to a Supervisory Control and Data Acquisition (SCADA) systems and software for water system telemetry control.
17. Have a minimum of five (5) years experience in maintenance, repair and replacement of various irrigation pumps, waterslide pumps, and other secondary water distribution systems.
18. Have special training with Clayton Automatic Control Valves (CLA-VAL Co.).
19. Have a representative in attendance at the Mandatory Proposal Conference.
20. Meet other presentation and participation requirements listed in this RFP.
21. Have the administrative and fiscal capability to provide and manage the proposed services.

D. Mandatory Proposal Conference:

There will be a **Mandatory** proposal conference at the Regional Parks Administrative Office, Conference Room B, 777 East Rialto Avenue, San Bernardino, California, at 9:00 a.m., November 12, 2003. Attendance at the conference is mandatory. No proposal will be accepted from a VENDOR who fails to attend the proposal conference. The County may issue an addendum to the RFP after the proposal conference, if the County considers that additional clarifications are needed. Only those Vendors represented at the proposal conference will receive addenda.

E. Questions:

Questions regarding the contents of this RFP must be submitted in writing on or before November 7, 2003 and directed to the individual listed below. All questions will be answered and copies of both the question and answer will be disseminated to all proposal conference attendees.

F. Correspondence:

All correspondence, including proposals, is to be submitted to:

Philip J. Krause, Assistant Chief of Regional Parks
San Bernardino County Regional Parks
777 East Rialto Avenue
San Bernardino, CA 92415-0763
Phone: (909) 387-2588
Fax: (909) 387-2051
Email: pkrause@parks.sbcounty.gov

Fax number and e-mail address may be used to submit questions only. Proposals will not be accepted by e-mail or facsimile.

G. Admonition to Vendors:

Once this RFP has been issued, Vendors are specifically directed not to contact County personnel for meetings, conferences or technical discussions related to this RFP. Failure to adhere to this policy may

result in disqualification of the Vendor. All questions regarding this RFP can be presented in writing as indicated in Section I, Paragraph E.

H. Proposal Submission Deadline

All proposals must be received at the address listed on the previous page, no later than **3:00 p.m.** on **November 25, 2003**.

Facsimile or electronically transmitted proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals will not be opened and considered.

II. PROPOSAL TIMELINE

Release of RFP	October 28, 2003
Mandatory Proposal Conference	November 12, 2003 – 9:00 a.m.
Deadline for Submission of Questions	November 7, 2003 – 3:00 p.m.
Posting of Questions & Answers	November 12, 2003
Deadline for Proposals	November 25, 2003 – 3:00 p.m.
Tentative Date for Awarding Contract	January 2004

IV. PROPOSAL CONDITIONS

A. Contingencies:

This RFP does not commit the County to award a contract. The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. The County will notify all vendors in writing, if the County rejects all proposals.

B. Modifications:

The County reserves the right to issue addenda or amendments to this RFP. Minor modifications may be made at the direction of the Director of the Department of Public Works.

C. Proposal Submission:

To be considered, all proposals must be submitted in the manner set forth in this proposal. It is the vendor's responsibility to ensure that its proposal arrives on or before the specified time.

D. Incurred Costs:

This RFP does not commit the County to pay any costs incurred by vendors in the preparation of a proposal in response to this request and vendors agree that all costs incurred by vendors in developing this proposal are the vendor's responsibility.

E. Negotiations:

The County may require the potential Vendor/Contractor(s) selected to participate in negotiations, and to submit a price, technical, or other revisions of their proposals as may result from negotiations.

F. Acceptance or Rejection of Proposals:

Proposals shall remain open, valid and subject to acceptance anytime within one hundred eighty (180) days after the proposal opening.

The County realizes that conditions other than price are important and will award contract(s) based on the proposal that best meets the needs of the County. While cost may not be the primary factor in the evaluation process, it is an important factor.

G. Formal Contract:

Vendor will be required to enter into a formal agreement with the County. This RFP sets forth some of the general provisions, including but not limited to those in Section XI. General Agreement Terms, which will be included in the final contract. In submitting a response to this RFP, Vendor will be deemed to have agreed to each clause unless the proposal identifies an objection and County agrees to a change of language in writing. Failure to raise any objections to the contract language at the time of submittal of a response to this RFP will result in a waiver of objection to any of the contract language.

H. Final Authority:

The final authority to award a Contract rests solely with the San Bernardino County Board of Supervisors.

Please do not include any additional information that is not required by this Request for Proposal.

*** * END OF THIS SECTION * * ***

IV. GENERAL REQUIREMENTS

A. THE VENDOR SHALL:

- VENDOR shall, at a minimum comply with all applicable regulations set forth by all governing boards such as the United States Environmental Protection Agency, County of San Bernardino Department of Environmental Health Services, Department of Health Services Safe Drinking Water Act, etc., for the Prado, Calico and Moabi Regional Park domestic water distribution systems.
- ALL VENDOR employees shall be trained in their assigned tasks and in the safe handling of equipment and chemicals. All equipment is to be checked daily for safety. ALL VENDOR'S employees must wear safety and protective gear according to CAL-OSHA standards.
- The VENDOR recognizes that during the course of the contract, COUNTY personnel and/or other VENDORS may conduct other activities and operations.
- VENDOR must provide employee(s), which will be able to analyze and resolve water quality issues on site and provide written recommendation and reports.
- VENDOR must maintain the Water System in complete compliance with all California Health and Safety Codes, including but not limited to Title 17 The California Safe Drinking Water Act and Title 22 The California Domestic Water Quality and Monitoring Regulations.
- VENDOR will establish a Water Quality monitoring program, submit it to the county of San Bernardino Environmental Health Services Department for approval and implement it into the System's daily operational plan.
- VENDOR will establish a Bacteriological Sample site plan in compliance with the Total Coliform Rule, submit it to the County of San Bernardino Environmental Health Services Department for approval, and upon approval implement the plan in the daily System operation.
- VENDOR must create and issue an annual Consumer Confidence Report to the County as required by the County of San Bernardino Environmental Health Services Department and must be distributed to all water system users.
- VENDOR must maintain the grounds, for at least five (5) feet, around all water facilities.
- VENDOR must have the ability to provide safety and product training to on site County personnel.
- VENDOR must provide a guaranteed labor rate to provide service on water system repairs not listed in this job scope.
- VENDOR must provide and deliver to the County monthly and quarterly reports (refer to facility requirements under Exhibit A "Scope of Work Specifications") that consists of:
 1. Individual and combined production of wells.
 2. Well soundings and basin reports.
 3. Average daily chemical usage and chlorine residual.
 4. All meter readings and usage including construction meters.
 5. All water quality and bacteriological sample results.
 6. A system monthly summary including backflow prevention and emergency calls out.
 7. A monthly chemical usage.
- VENDOR must be responsible for all water system chemicals, including transportation and delivery of chemicals to all necessary sites. Installation and maintenance of all chemical equipment, addition of chemical as needed to maintain system residual of 0.50mg/l., and also maintain a daily chemical log.

- VENDOR must supply the County with an Emergency Notification Plan.
- VENDOR must establish a Cross-Connection Control Program, operational and in writing, and testing all Regional Park backflow prevention devices annually within water systems.
- VENDOR must insure inspections of the water systems daily, in conjunction with certified Park Staff, including weekends and holidays. VENDOR must maintain daily logs at all sites with the following information:
 1. All daily chemical use and residuals.
 2. All date and time of readings.
 3. All reservoir levels at each tank.
- VENDOR must be qualified and must maintain all the system components. System maintenance includes but not limited to the following:
 1. Changing oil in all motors.
 2. Cleaning all screens for proper air circulation.
 3. Maintain and supply drip oil where necessary for motors.
 4. Changing pump packing.
 5. Keep all sites sanitary.
 6. Maintain all sites, structures, fencing, and grounds.
 7. Maintenance of all water system components, sample stations, air vac assemblies, backflow devices, fire hydrants, valves, telemetry systems, electronics, enclosures, service main water lines, etc.
- VENDOR "MUST" be available for emergency calls, twenty four-24 hours a day every day, and must have an emergency response to effected site based on distance in a reasonable time frame. VENDOR must be equipped and experienced to make all types of emergency system repairs and chlorination and follow all chemical neutralization procedures prior to flushing.

V. SCOPE OF CONTRACT

- A. VENDOR shall perform for the COUNTY, in a good and workmanlike manner subject to the reasonable satisfaction of the COUNTY and subject to the provision hereof, the water quality management set forth in detail in EXHIBIT A.
- B. To effectuate the provisions of this contract, VENDOR'S supervisory personnel shall regularly inspect the premises, the work done by VENDOR'S personnel and will exercise complete authority over all such employees. The VENDOR shall immediately remove any employee whose conduct or workmanship is unsatisfactory to the COUNTY.

VI. LABOR, EQUIPMENT AND SUPPLIES

- A. VENDOR shall furnish at VENDOR'S expense all labor, equipment and supplies necessary for the performance of VENDOR'S duties as set forth in EXHIBIT A, and General Requirements. All equipment shall be of good commercial quality and meet with CAL-OSHA safety requirements, and shall be subject to the approval of the COUNTY.
- B. COUNTY may inspect all supplies and equipment furnished by the VENDOR and require inferior supplies be replaced to the satisfaction of the COUNTY.
 1. All work to meet or exceed all applicable safety, building, seismic, electrical, and fire codes.
 2. All work to be of craftsmanship quality.
 3. Reasonable care needs to be taken while performing tasks in and around county property and contractor must repair any damage made by contractor in an appropriate and timely manner.
 4. Work area shall be clean and free of debris at the end of each workday.

5. Propose to specify manufacturer and product name of all proposed materials.
6. Contractor upon notification of successful bid shall satisfy All County insurance requirements.
7. Work shall not impede County business, create a nuisance, or endanger County Employees and/or the Public.

VII. PAYMENT OF VENDOR

COUNTY will pay VENDOR for its services under this contract, one month in arrears, on the last day of the month.

VIII. PROPOSAL SUBMISSION

A. GENERAL:

1. All interested and qualified Vendors are invited to submit a proposal for consideration. Submission of a proposal indicates that the vendor has read and understands the entire RFP, to include all appendixes, attachments, exhibits, schedules, and addendum (as applicable) and all concerns regarding the RFP have been satisfied.
2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
3. Proposals must be completed in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
4. All proposals and materials submitted become property of the County. All proposals received are subject to the "California Public Records Act," Attachment D that is incorporated herein by reference.

B. PROPOSAL PRESENTATION INSTRUCTIONS:

1. All proposals must be submitted on 8 ½ x 11 paper, neatly typed, double-sided on recycled paper, with normal (1-inch) margins and single-spaced. Typeface must be no more than 12 characters per inch. Each page, including attachments, must be clearly and consecutively numbered at the bottom center of each page.
2. One (1) original and four (4) copies, total of five (5), of the complete proposal must be received by the deadline for receipt of proposal specified in Section I, H (Proposal Timeline). The original and all copies must be in a sealed envelope or container stating on the outside: Vendor Name, Address, Telephone Number, RFP number, RFP Title, and Proposal due date.
3. Proposals must be verified before submission as they cannot be withdrawn, or corrected after being opened. The COUNTY will not be responsible for errors, or omissions on the part of bidders in making up their proposals. A responsible officer or employee must sign proposals. California State Sales Tax should not be included in Vendor's quotation.
4. Hand carried proposals may be delivered to the address above only between the hours of 8:00 a.m. and 5:00 p.m., Mondays through Friday, excluding holidays observed by the County. Proponents are responsible for informing any commercial delivery service, if used, of all delivery requirements, and for ensuring that the address information appears on the outer wrapper or envelope used by such service.

C. LATE PROPOSALS:

1. Proposals received after the deadline will be marked "LATE" and will receive no further consideration.

D. PROPOSAL OPENING:

1. Proposals will be opened and evaluated by a review panel and the VENDOR'S notified of the results when final determination has been made. The contract will have to be approved by the BOARD OF SUPERVISORS.

E. ACCEPTANCE OR REJECTION OF PROPOSALS:

1. Proposals shall remain open, valid and subject to acceptance anytime within one hundred eighty (180) days after the proposal opening date and time, unless a longer period of time is mutually agreed to by the parties.
2. The COUNTY reserves the right to reject any and all proposals or portions of proposal or alternates received by reasons of this request, to negotiate separately with any source whatsoever in any manner necessary to serve its interests.
3. The COUNTY realizes that factors other than price are important. As a result, price may not be the sole factor upon which the COUNTY'S decision to award is based. Award may be based on unit prices or cumulative totals or upon other considerations. The COUNTY will make the award based upon the proposal, which best meets its need. The COUNTY may reject any or all proposals, any portion of a proposal, and may waive any informality or immaterial irregularities in a proposal.

F. USE OF PROPOSALS RECEIVED:

1. All proposals received shall become the property of the COUNTY OF SAN BERNARDINO.

G. INCOMPLETE PROPOSALS WILL NOT BE ACCEPTED.

IX. PROPOSAL FORMAT

- **Response to this RFP** - must be in the form of a proposal package, which must be submitted in the following format:
 - (a) **Cover Page** – Attachment C is to be used as the cover page for the proposal. This form must be fully completed and signed by an authorized officer of the VENDOR
 - (b) **Table of Contents** – All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents.
 - (c) **References** - Provide three (3) references from other agencies that you have established a contract with on a project of this nature, of same or similar size as the COUNTY. Provide Contact Name, Address, Phone Number, and dates services were provided. This information must be included on **Attachment B**.
 - (d) **Disclosure of Criminal and Civil Proceedings** - The County reserves the right to request the information described herein from the vendor selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the vendor. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected vendor also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected vendor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years,

been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the vendor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected vendor may also be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the vendor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision, "key employees" includes any individuals providing direct services to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

- (e) **Vendor's Financial Capability** – Proposer must provide the Company's Annual Report for the last two years. Proposer must also include independently audited financial statements for the most recent completed fiscal year. If audited financial statements are not available, please provide unaudited financial statements along with a certification from the owners and Company's accountant that the information accurately reflects the Company's current financial status. If the business is a sole proprietorship, please provide Schedule C of the Internal Revenue Service forms as well as a certification from the owner and the accountant that the information accurately reflects the business' current financial status.

Alternately, provide tax returns from the most recently completed fiscal year or a letter from the Proposer's financial institution indicating the Proposer can carry up to sixty (60) days worth of invoices before obtaining payment.

- (f) **Former County Officials** – Vendor shall provide information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent your business. The information provided must include a list of former County administrative who terminated County employment within the last five (5) years and who are now officers, principals, partners, associates, or members of the business. Vendor should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business. For purposes of this section "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee of the Exempt Group, Management Group, Management Unit or Safety Management Unit.

Failure to provide this information may result in the response to the request for proposal being deemed non-responsive.

- (g) **Inaccuracies and Misrepresentations** – In the course of the RFP process or in the administration of the resulting contract, the County determines that the Vendor has made material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the Vendor may be terminated from the RFP process or in the event a contract has been awarded, the contract may be terminated immediately.

In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

- **Statement of Certification** – Include the following in this section of the proposal:

- (a) A concise statement of the product(s)/services proposed and the overall cost. Include your pricing structure.

- (b) A statement that the offer made in the proposal is firm and binding for 180 days from the date the proposal is opened and recorded.
 - (c) A statement that all aspects of the proposal, including cost, have been determined independently, without consultation with any other prospective Vendor or competitor for the purpose of restricting competition.
 - (d) A statement that all declarations in the proposal and attachments are true and that this shall constitute a warrant, the falsity of which will entitle the County to pursue any remedy by law.
 - (e) A statement that the Vendor agrees that all aspects of the RFP and the proposal submitted shall be binding if the proposal is selected and a Contract awarded.
 - (f) A statement that the Vendor agrees to provide the County with any other information the County determines is necessary for an accurate determination of the Vendor's ability to perform the services as proposed; and
 - (g) A statement that the prospective Vendor, if selected will comply with all applicable rules, laws and regulations.
- **Proposal Description** – A detailed description of the proposal being made.
 - (a) The proposal should address, but is not limited to, all terms in Section IV.
 - (b) The proposal should include the following:
 - A brief synopsis of the Vendor's understanding of the County's needs and how the Vendor plans to meet these; and
 - An explanation of any assumptions and/or constraints.
 - **Statement of Qualifications** – Include the following in this section of the proposal
 - (a) Number of years the prospective Vendor has been in business under the present business name, as well as related prior business names.
 - (b) Statement that the Vendor does not have any commitments or potential commitments which may impact the Vendor's assets, lines of credit, guarantor letters, or ability to perform this Contract.
 - (c) A list of all public agencies with which vendor has provided similar services during the last three (3) years. Please include the name, address, and telephone number, and the type of services provided. Please include a contact person who the County can call in order to verify the quality of services your organization/firm has provided.
 - (d) Proponent must provide the Company's Annual Report for the last two years. Proponent must also include independently audited financial statements for the most recent completed fiscal year. If audited financial statements are not available, please provide unaudited financial statements along with a certification from the owners and the Company's accountant that the information accurately reflects the company's current financial status. If the business is a sole proprietorship, please provide Schedule C of the Internal Revenue Service forms as well as a certification from the owner and the accountant that the information accurately reflects the business' current financial status.
 - **Licenses, Permits and Certifications**
 - (a) Provide copies of all licenses, permits and certifications as required under Section I, paragraph C (Minimum Vendor Requirements).

- **Insurance**

- (a) Submit evidence of ability to insure as stated in Section XII, 2, Indemnification and Insurance Requirements.

X. PROPOSAL EVALUATION AND SELECTION

- A.** All proposals will be subject to a standard review process developed by the County by an Evaluation Committee. The committee will be comprised of appropriate County personnel from multiple stakeholder departments, with the appropriate experience and/or knowledge, striving to ensure that the committee is balanced. Scoring proposals will be based on an ordinal ranking system.

B. EVALUATION CRITERIA

Initial Review: All proposals will be initially evaluated to determine if they meet the mandatory requirements.

- The proposal must be complete, in the required format, and be in compliance with all the material requirements of this RFP.
- Prospective Vendors must have attended the Mandatory Proposal Conference.
- Prospective Vendors must meet the requirements as stated in the Minimum Vendor Requirements as outlined in Section I.B.
- Prospective Vendors must provide three (3) references from other agencies that they have provided the same or similar service as being requested in this RFP, **Attachment B**.

Failure to meet all of these requirements may result in a rejected proposal. No proposal shall be rejected, however, if it contains a minor irregularity, defect, or variation, if the irregularity, defect, or variation is considered by the County to be immaterial or inconsequential. In such cases, the vendor will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect, or variation, or the County may elect to waive the deficiency and accept the proposal.

Final Review: Proposals meeting the above requirements will be evaluated on the basis of the following criteria (not necessarily in order of priority):

- Proposed Cost;
- Vendor's qualifications and experience in providing these services;
- Vendor's financial stability. This review will be based upon Vendor provided business financial statements;
- Vendor's proposed plan to achieve the scope of work as outlined in the Exhibit A attachment; and
- Selection will be based on determination of which proposal best meets the criteria of the County and requirements of this RFP.

Technical Review: Proposals meeting the above requirements will be evaluated on the basis of the following criteria:

- a) Functionality
- b) Qualifications and experience in handling projects of similar type and size
- c) Ability to provide product and services in a timely manner.
- d) Cost

C. CONTRACT AWARD

1. Contract(s) will be awarded based on a competitive selection of proposals received. A recommendation will be made to the Board of Supervisors. The Board makes the ultimate determination regarding award of the contract.
2. The contents of the proposal of the successful Vendor will become contractual obligations and failure to accept these obligations in a contractual contract may result in cancellation of the award.
3. Award of contract(s) may or may not be on an all or nothing basis. The County reserves the option to make award(s) as it deems to be in the best interest of the County.
4. Cost of service is one factor in the evaluation process, but the County is not obligated to accept the lowest cost proposal. Ability to provide a quality service in a timely manner in accordance with the RFP requirements is critical to a successful proposal.

D. DISPUTES RELATING TO PROPOSAL PROCESS AND AWARD

In the event a dispute arises concerning the proposal process prior to the award of the contract, the party wishing resolution of the dispute shall submit a request in writing to the Director of Department of Public Works. Vendor may appeal the recommended award or denial of award, provided the following stipulations are met:

- (a) Appeal must be made in writing; and
- (b) Must be submitted within ten (10) calendar days of the date of the recommended award or denial of award letters.

An appeal of a **denial of award** can only be brought on the following grounds:

- (a) Failure of the County to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments.
- (b) There has been a violation of conflict of interest as provided by California Government Code Section 87100 et. seq.
- (c) A violation of State or Federal law.

Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

Ken Miller, Director
County of San Bernardino - Department of Public Works
825 East 3rd Street
San Bernardino, CA 92415

**** * END OF THIS SECTION * * ***

XI. GENERAL AGREEMENT TERMS

A. Representation of the County

In the performance of the Agreement, VENDOR, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.

B. Vendor Primary Contact

The VENDOR will designate an individual to serve as the primary point of contact for the Agreement. VENDOR or designee must respond to COUNTY inquiries within two (2) business days. VENDOR shall not change the primary point of contact without written notification and acceptance of the COUNTY. Vendor shall also designate a back-up point of contact in the event the Primary contact is not available.

C. Change of Address

VENDOR shall notify the COUNTY in writing, of any change in mailing address within ten (10) business days of the change.

D. Subcontracting

VENDOR agrees not to enter into any subcontracting agreements for work contemplated under the Agreement without first obtaining written approval from the COUNTY. Any subcontracting shall be subject to the same terms and conditions as VENDOR. VENDOR shall be fully responsible for the performance and payments of any subcontractor's contract.

E. Agreement Assignability

Without the prior written consent of the COUNTY, the agreement is not assignable by VENDOR either in whole or in part.

F. Agreement Amendments

VENDOR agrees any alterations, variations, modifications, or waivers of the provisions of the Agreement, shall be valid only when reduced to writing, executed and attached to the original Agreement and approved by the required persons.

G. Termination for Convenience

The COUNTY for its convenience may terminate in whole or in part upon thirty (30) calendar day's written notice this Agreement. If such termination is effected, an equitable adjustment in the price provided for in this Agreement shall be made. Such adjustment shall provide for payment to the VENDOR for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice VENDOR shall promptly discontinue services unless the notice directs otherwise. VENDOR shall deliver promptly to COUNTY and transfer title (if necessary) all completed work and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

H. Attorney Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorneys' fees directly arising from a third-party legal action against a party hereto and payable under Part XII, Section A, INDEMNIFICATION.

I. Venue

The venue of any action or claim brought by any party to this Agreement will be the Central District Court

of San Bernardino COUNTY. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third-party, the parties hereto agree to use their best efforts to obtain a change of venue to the Central District Court of San Bernardino COUNTY.

J. Jury Trial Waiver

VENDOR and COUNTY hereby waive their respective rights to trial by jury for any cause of action, claim, counterclaim, or cross-complaint in any action, proceeding, and/or hearing brought by either VENDOR against COUNTY or COUNTY against VENDOR on any matter arising out of, or in any way connected with this Agreement, the relationship of VENDOR and COUNTY, or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect.

K. Licenses and Permits

VENDOR shall ensure that it has all necessary licenses and permits required by the laws of Federal, State, COUNTY, and municipal laws, ordinances, rules and regulations. The VENDOR shall maintain these licenses and permits in effect for the duration of this Agreement. VENDOR will notify COUNTY immediately of loss or suspension of any such licenses and permits. Failure to maintain required licenses/permits may result in immediate termination of this Agreement.

L. Labor Laws

VENDOR shall strictly adhere to the applicable provisions of the Labor Code regarding the employment of apprentices; minimum wages; travel and subsistence pay; retention and inspection of payroll records; workers compensation; payment of wages. The CONTRACTOR shall forfeit to the COUNTY the penalties prescribed in the Labor Code for violations.

M. Notification Regarding Performance

In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under this Agreement, the VENDOR shall notify the COUNTY within one- (1) working day, in writing and by telephone.

N. Conflict of Interest

Vendor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of this contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of this contract or shall have any relationship to the vendor or officer or employee of the vendor.

O. Inaccuracies or Misrepresentations

If in the administration of a resulting Agreement, the COUNTY determines that VENDOR has made a material misstatement or misrepresentation or omissions, that materially inaccurate information has been provided to the COUNTY, this Agreement may be immediately terminated. If this contract is terminated according to this provision, the COUNTY is entitled to pursue any available legal remedies.

P. Improper Consideration

Vendor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Agreement. The County, by written notice, may immediately terminate any Agreement if it determines that any improper consideration as described in the preceding paragraph was offered to any officer,

employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once an Agreement has been awarded.

Vendor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Vendor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

Q. Ownership in Documents

All documents, data, products, graphics, computer programs, and reports prepared by the VENDOR pursuant to this Agreement shall be considered property of the COUNTY upon payment for services. All such items shall be delivered to COUNTY at the completion of the work under this Agreement, subject to the requirements of Section IX, paragraph G (Termination for Convenience). Unless otherwise directed by COUNTY, VENDOR may retain copies of such items.

R. Employment of Former County Officials

Vendor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Vendor. The information provided includes a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of vendor. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit, or Safety Management Unit.

S. Recycled Paper Products

The County has adopted a recycled product purchasing standards policy (Procurement of Recycled Products 11-10SP), which requires contractors to use recycled paper for proposals and for any printed or photocopied material created as a result of a contract with the County. The policy also requires Contractors to use both sides of paper sheets for reports submitted to the County whenever practicable.

T. Participation Clause

The County desires that Municipalities, School Districts, and other Tax Exempt Districts within the County of San Bernardino Security Guard Services, may at their option and through the County Purchasing Agent, avail themselves of the contract resulting from this proposal. Upon notice, in writing, the Vendor agrees to the extension of the terms of a resultant contract with such Governmental bodies as though they have been expressly identified in this contract, with the provision that:

- (a) Such Governmental body does not have and will not have in force any other contract for like purchases.
- (b) Such Governmental body does not have under consideration for award any other bids or quotations for like purchases. Such Governmental body shall make purchases and payment directly through the Vendor. The County will not be liable for any such purchase made between the Vendor and another Governmental body who avail themselves of this contract.

U. Release of Information

No news releases, advertisements, public announcements or photographs arising out of this Contract or Vendor's relationship with County may be made or used without prior written approval of the County.

V. Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

W. Taxes

County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Vendor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.

XII. INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Indemnification

The VENDOR agrees to indemnify, defend and hold harmless the COUNTY and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the COUNTY on account of any claim therefore, except where such indemnification is prohibited by law.

B. Insurance

Without in any way affecting the indemnity herein provided and in addition thereto, the VENDOR shall secure and maintain throughout the Agreement the following types of insurance with limits as shown:

- 1) Workers' Compensation - A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the VENDOR and all risks to such persons under this Agreement.

If VENDOR has no employees, it may certify or warrant to County that it does not currently have employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to VENDORS that are non-profit corporations organized under California or Federal law, Volunteers for such entities are required to be covered by Workers' Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

- 2) Comprehensive General and Automobile Liability Insurance - This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).
- 3) Errors and Omission Liability Insurance – Combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate; or
- 4) Professional Liability – Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.

C. Additional Named Insured

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the COUNTY and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

D. Waiver of Subrogation Rights

The VENDOR shall require the carriers of the above required coverage's to waive all rights of subrogation against the COUNTY, its officers, employees, agents, volunteers, vendors, and subcontractors.

E. Policies Primary and Non-Contributory

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the COUNTY.

F. Proof of Coverage

The VENDOR shall immediately furnish certificates of insurance to the COUNTY Department administering the Agreement evidencing the insurance coverage, including the endorsements above required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department. VENDOR shall maintain such insurance from the time VENDOR commences performance of services hereunder until the completion of such services. Within sixty- (60) days of the commencement of this Agreement, the VENDOR shall furnish certified copies of the policies and all endorsements.

G. Insurance Review

The above insurance requirements are subject to periodic review by the COUNTY. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the COUNTY. In addition, if the Risk Manager determines that heretofore, unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the COUNTY, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. VENDOR agrees to execute any such amendment within thirty- (30) days of receipt.

XIII. RIGHT TO MONITOR AND AUDIT

A. Right to Monitor

The COUNTY and the State of California shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of VENDOR in the delivery of services provided under this Agreement. VENDOR shall give full cooperation, in any auditing or monitoring conducted. VENDOR shall cooperate with the COUNTY in the implementation, monitoring and evaluation of this agreement and comply with any and all reporting requirements established by the COUNTY.

In the event the COUNTY determines that VENDOR'S performance of its duties or other terms of this Agreement are deficient in any manner, COUNTY will notify VENDOR of such deficiency in writing or orally, provided written confirmation is given five- (5) days thereafter. VENDOR shall remedy any deficiency within forty-eight- (48) hours of such notification, or COUNTY at its option, may terminate this Agreement immediately upon written notice, or remedy deficiency and off set the cost thereof from any amounts due the VENDOR under this Agreement or otherwise.

B. Availability of Records

All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by COUNTY, Federal and State representatives for a period of three years after final payment under the Agreement or until all pending COUNTY, State and Federal audits are completed, whichever is later.

*****END OF THIS SECTION*****

EXHIBIT A - SCOPE OF WORK SPECIFICATIONS

I. DOMESTIC WATER DISTRIBUTION SYSTEM LOCATIONS:

Calico Ghost Town Regional Park – Ghost Town Road, Yermo, CA 92398
Moabi Regional Park - Park Moabi Road, Needles, CA 92363
Mojave River Forks Regional Park – 18395 Highway 173, Summit Valley (Hesperia), CA 92345
Prado Regional Park – 16700 South Euclid Avenue, Chino, CA 91710

II. SECONDARY WATER DISTRIBUTION SYSTEM LOCATIONS:

Big Morongo Wildlife Preserve & Morongo CSD – 50100 Park Avenue, Morongo Valley, CA 92256
Calico Ghost Town Regional Park - Ghost Town Road, Yermo, CA 92398
Cucamonga Guasti Regional Park – 800 North Archibald Avenue, Ontario, CA 91764
Glen Helen Regional Park – 2555 Glen Helen Parkway, San Bernardino, CA 92407
Lake Gregory Regional Park – 24171 Lake Drive, Crestline, CA 92325
Moabi Regional Park – Park Moabi Road, Needles, CA 92363
Mojave Narrows Regional Park – 18000 Yates Road, Victorville, CA 92392
Prado Regional Park – 16700 South Euclid Avenue, Chino, CA 91710
Yucaipa Regional Park – 33900 Oak Glen Road, Yucaipa, CA 92399

III. VENDOR SHALL:

- VENDOR shall comply with all applicable regulations set forth by all governing boards such as the United States Environmental Protection Agency, County of San Bernardino Department of Environmental Health Services, Department of Health Services Safe Drinking Water Act, etc., for the Prado, Calico and Moabi Regional Park domestic water distribution systems (minimally).
- ALL VENDOR employees shall be trained in their assigned tasks and in the safe handling of equipment and chemicals. All equipment is to be checked daily for safety. ALL VENDOR'S employees must wear safety and protective gear according to CAL-OSHA standards.
- The VENDOR recognizes that during the course of the contract, COUNTY personnel and/or other VENDORS may conduct other activities and operations.
- VENDOR must provide employee(s), which will be able to analyze and resolve water quality issues on site and provide written recommendation and reports.
- VENDOR must maintain the Water System in complete compliance with all California Health and Safety Codes, including but not limited to Title 17 The California Safe Drinking Water Act and Title 22 The California Domestic Water Quality and Monitoring Regulations.
- VENDOR will establish a Water Quality monitoring program, submit it to the county of San Bernardino Environmental Health Services Department for approval and implement it into the System's daily operational plan.
- VENDOR will establish a Bacteriological Sample site plan in compliance with the Total Coliform Rule, submit it to the County of San Bernardino Environmental Health Services Department for approval, and upon approval implement the plan in the daily System operation.
- VENDOR must create and issue an annual Consumer Confidence Report to the County as required by the County of San Bernardino Environmental Health Services Department and must be distributed to all water system users.
- VENDOR must maintain the grounds, for at least five (5) feet, around all water facilities.
- VENDOR must have the ability to provide safety and product training to on site County personnel.

- VENDOR must provide a guaranteed labor rate to provide service on water system repairs not listed in this job scope.
- VENDOR must provide and deliver to the County monthly and quarterly reports (refer to facility requirements under Exhibit A “Scope of Work Specifications”) that consists of:
 1. Individual and combined production of wells.
 2. Well soundings and basin reports.
 3. Average daily chemical usage and chlorine residual.
 4. All meter readings and usage including construction meters.
 5. All water quality and bacteriological sample results.
 6. A system monthly summary including backflow prevention and emergency calls out.
 7. A monthly chemical usage.
- VENDOR must be responsible for all water system chemicals, including transportation and delivery of chemicals to all necessary sites. Installation and maintenance of all chemical equipment, addition of chemical as needed to maintain system residual of 0.50mg/l., and also maintain a daily chemical log.
- VENDOR must supply the County with an Emergency Notification Plan.
- VENDOR must establish a Cross-Connection Control Program, operational and in writing, and testing all Regional Park backflow prevention devices annually within water systems.
- VENDOR must insure inspections of the water systems daily, in conjunction with certified Park Staff, including weekends and holidays. VENDOR must maintain daily logs at all sites with the following information:
 1. All daily chemical use and residuals.
 2. All date and time of readings.
 3. All reservoir levels at each tanks.
- VENDOR must be qualified and must maintain all the system components. System maintenance includes but not limited to the following:
 1. Changing oil in all motors.
 2. Cleaning all screens for proper air circulation.
 3. Maintain and supply drip oil where necessary for motors.
 4. Changing pump packing.
 5. Keep all sites sanitary.
 6. Maintain all sites, structures, fencing, and grounds.
 7. Maintenance of all water system components, sample stations, air vac assemblies, backflow devices, fire hydrants, valves, telemetry systems, electronics, enclosures, service main water lines, etc.
- VENDOR “MUST” be available for emergency calls, twenty four-24 hours a day every day, and must have an emergency response to effected site based on distance in a reasonable time frame. VENDOR must be equipped and experienced to make all types of emergency system repairs and chlorination and follow all chemical neutralization procedures prior to flushing.

IV. EQUIPMENT BY FACILITY:

- **Big Morongo Canyon Preserve & Morongo Valley CSD:**

Well Data:	Existing well – no information.
Pump Data:	Hydropneumatic pressure system.
Backflow Devices:	One backflow device - One (1) three inch Febco 770.
Gate Valves:	One three inch.

Main Water Lines: Two inch PVC +/- 560 lineal feet; three inch PVC; +/- 210 lineal feet.
Misc. Notes: There is a single fire hydrant located on the three inch supply line. The system is currently not operational and is in the hands of the Morongo Valley CSD to operate (by contract).

▪ **Calico Ghost Town Regional Park:**

Well Data: Park Well - Depth 396 feet; Casing – Eight inches; Age – Two years; Current Production – 125 g.p.m. Bunkhouse Well – Depth 386 feet; Casing – Eight inches; Current Production – 5 to 10 g.p.m.
Pump Data: Park Well - Six inch - 40hp – Two years old. Bunkhouse Well – 3hp 230v single phase pump at 373 feet.
Backflow Devices: Two backflow devices - One (1) one inch and one (1) two inch.
Gate Valves: Twenty-five total: eight inch – 3; six inch – 2; four inch – 14; three inch – 2; two inch – 4.
Corp Stop Valves: Buildings and hose bibbs - 3/4 and one inch sizes –17.
Main Water Lines: Six inch and four inch ACP; Campground - four inch, three inch, and two inch PVC.
Misc. Notes: Calico SCADA system in place, three RTU's at well, tank and park office.

▪ **Cucamonga Guasti Regional Park:**

Well Data: City domestic – no domestic well.
Pump Data: City domestic - no domestic pump.
Backflow Devices: Ten backflow devices - 2" irrigation/potable tap, Model # 777 Febco PVB; 2" irrigation/potable tap, Model A-S Champion VB12362; 2" on 4" irrigation/potable tap, Model #770-2 Febco; 2" on 4" irrigation/potable tap, Model #770 PVB; 2" on 4" irrigation/potable tap, Model #770 Febco; 2" on 4" irrigation/potable tap, Model #770 Febco; 2" on 2" irrigation/potable tap, Model #765-2 Febco PVB; 2" on 2" irrigation/potable tap, Model 2 A-S Champion VB 12362; 4" Pool/Supply potable tap, Cla-Val R.P. Model #67786 Double Check RP w/crane #24580 gate valves; 8" Park supply/city potable tap, Double Check RP. Note: Backflow prevention devices #1-9 are 10-30 years of age. Device #10 is about 4 years of age, See included memo to Tom Potter dated April 24, 2001.
Gate Valves: Twenty-five gate valves: eight inch – 3; six inch – 2; four inch – 14; three inch – 2; two inch – 4.
Corp Stop Valves: Buildings and hose bibbs - 3/4 inch and one inch –17.
Main Water Lines: Six inch and four inch ACP; Campground - four inch, three inch, and two inch PVC.
Lake Fill Control: 4" gate, buried, lake supply/potable tap down stream from 2" on 4" Febco #770 vacuum breaker.
Potable Main Control: 10 ea. 4" gate valves, buried with covers.
Potable/Irrigation Service Connection: 4 ea. 4" gate valves, buried with covers; 2 ea.; and 2" gate valves, buried with covers
Potable/Fire Hydrant Connection: 4 ea. 4" gate valves, buried with covers
Potable/Waterslide Pool Connection: 1 ea. 11/2" gate valve, buried with cover
Main Swimming Pool Level Control: 2 ea. 4" gate valves exposed; 1 ea. 4" Cla-Val control valve with regulated speed control and pilot valve assembly.
Pumps/Pool and Waterslide: 2 ea. 6"/4" 50 HP, horizontal shaft centrifugal for circulation (Pool); 1 ea. 3" U.S. 7.5 HP, vertical shaft centrifugal for circulation; 1 ea. 3", 1-2 HP submersible/50 amp. for floor drainage (Pool); 1 ea. 4" Scot, 10 HP horizontal shaft centrifugal for circulation (waterslide system circulation); and 1 ea. 8"/6" 30HP, horizontal shaft centrifugal for slide service (waterslides) (Berkley).
Slow Control/Manual Pool: 27 ea. 3"-6", 90 action, butterfly/water valves; and 2 ea. 8", 90-degree action butterfly/water valves.

▪ **Glen Helen Regional Park:**

Potable/Irrigation
Service Connection: 17 Backflow devices – eight 4 inch Febco backflow devices above grade; one 4 inch Ames Double Check; two 2 inch backflow devices below grade; five 2 inch Atmospheric Vacuum Breakers and one ¾ inch Atmospheric Vacuum Breaker.

Potable/Waterslide
Pool Connection: One 4 inch Clay Valve backflow Device.

Main Swimming Pool
Level Control: Pool Well (Well #1) 15 HP well pump set at 100 ft. current production 150 GPM.

Pumps/Pool and
Waterslide: Five pumps – two Umbrella pumps rated at 3 HP for water circulation in the Swim Lagoon; two Waterslide pumps 25 HP each and one circulation and filter pump 10 HP.

Misc. Notes: The Glen Helen Water System is operated in total by the San Bernardino County Facilities Management Department. All wells, pumps and apparatus germane to the domestic water distribution system are not included in this RFP.

▪ **Lake Gregory Regional Park:**

Well Data: No wells currently operating (Rim of the World Parks irrigation well not used).

Pump Data: The Rim of the World Parks irrigation pump is a submersible pump and motor located near the San Moritz lodge. Additional pump information is not available.

Waterslide Pumps: Two Peerless Centrifugal pumps fed by 10-inch lake intake lines.

Backflow Devices: RP Devices: 24640 San Moritz Dr.-Wilkins/Zurn Zin SN813398 (Replaced previous); Lake Drive and Lake Gregory Drive Dr.-Wilkins/Zurn 1" SN 159292 (Model 975XL); Lake Gregory Drive and San Moritz Drive- Febco MOD 825 YD 3" SN 17495.

Gate Valves: San Moritz – 1 two inch with pressure regulator, South Beach – 2 three inch, Lake & Lake Gregory Drives – 2 one inch, Lake Gregory Dam – 2 six inch for emergency draw down (to be replaced).

Corp Stop Valves: Buildings and hose bibbs – San Moritz Lodge 2 – ¾", Caretaker's Residence 1 – ¾".

Main Water Lines: PVC Lines – one inch, two inch, three inch, and four inch services (locations vary); two inch galvanized service in two locations.

Misc. Notes: Also R.O.W. Parks has a 4" Cla-Val Mod. 175 mwwp located at 24580 San Moritz Drive (just in case we take over ball field). There is a 3-inch SENSUS water meter at the east end of the bridge between the lodge and the ball fields. The condition of this meter is unknown. The glass has been broken on the meter display.

▪ **Moabi Regional Park:**

Well Data: Depth is 195 ft., 10-inch casing, pump is set at 185 ft. It runs 80% of the time 50 gallons per minute. Water storage capacity 188 thousand gallons in two tanks controlled by a telephone operated automatic device. The well is approximately 15 years old.

Pump Data: 7½ horsepower, 3 phase submersible motor. The water is metered and runs through a 3-inch galvanized pipe to a check valve and then past a gate valve. Motor has a motor saver device to protect the motor from high or low voltage. The pump and motor is approximately 2 years old.

Backflow Devices: 200 Backflow Preventers with ¾ inch hose bib attachments.

Gate Valves: Three-inch gate valve at the well, 10 six-inch main line isolation gate valves in the Mobile Home Park. Approximately 4 four-inch gate valves in the peninsula water lines.

Corp Stop Valves: Buildings and hose bibbs – Restrooms 24 - ¾", Mobile Home Sites 104 – ¾", Peninsula – 26 – ¾"; Total Park = 178 hose bibs.

Main Water Lines: The domestic water system is 2 miles of PVC pipe on the peninsula, ½ mile in the mobile home park. ½ mile transite concrete covered steel pipe through the park and campground also ¼ mile of 3-inch PVC to the Park well. One (1) mile of PVC ¾ inch lateral lines; this water is metered

at the well as it flows through the pipe from the well to the park. There are 5 fire hydrants for fire protection.

Misc. Notes: Irrigation system is comprised of a 7-½ horsepower submersible pump and motor 3 phase and runs continuously for irrigation and fire protection.

▪ **Mojave Narrows Regional Park:**

Well Data: Pumps 1 and 2 with flow meters. Pump 3 for the new irrigation system, well bottom 285 ft, design 600 GPM at 185 ft.

Pump Data: Well#1, Pump L&B No. D8699, Motor, GE 20 HP, No. VYJ307273, 690 GPM in 1988
Well #2, Pump L&B No. D8705, Motor, GE 15 HP, No. YYJ1104218, 540GPM in 1988
Well #3, Gould Pump, Motor, Franklin 50 HP

Backflow Devices: RP Devices – four inch Febco Model 805 Serial #B15207 (at Park Office), four inch Febco Model 805 Serial #B5464 (at Equestrian Camping), two inch Febco Model 826Y Serial #AA0151 (at Pelican Lake restroom). Vacuum Breakers - two inch Febco Model 765-I Serial #67314, three inch Febco Model 775 Serial #7197.

Gate Valves: Two inch – 16 (some with backflows devices), Three inch – 2, Four inch – 6 (some for fire hydrant isolation), Six inch – 4 (on ACP Main).

Corp Stop Valves: Buildings and hose bibbs – Campsites 37 – ¾", Group Camp 2 - ¾", Pelican Lake 2 – ¾" with 1½" pressure regulator, Boat House 2 – ¾" with 2" pressure regulator, Campground North 2 – ¾", Campground South 2 – ¾". Ten (10) frost proof fire hydrants.

Main Water Lines: 6 inch ACP, 4 inch ACP and 4 inch PVC

Misc. Notes: Domestic (Potable) water is provided by a service connection to CSA-64 Water System at the intersection of Tahoe Lane and Driftwood Dr. at Spring Valley Lake. North of Yates Road is a 6-inch Backflow device and a water meter. The domestic waterlines consist of at least 3800 ft of 6 inch ACP pipe, 770 ft of 4inch ACP pipe, 4 each 6inch gate valves, 3 each 4 inch gate valves and 3 fire hydrants.

▪ **Mojave River Forks Regional Park:**

Well Data: The well is located 1.5 miles from the park gate. The submersible pump, motor and discharge assembly are installed in a vault approximately 15 feet below grade. There is a water meter at this location, which is not working. Well casing 12-inch I.D., depth 150 feet.

Pump Data: 20 HP, 50GPM, Franklin submersible motor, Berkeley pump Model 6S2A installed April 20, 1967.

Backflow Devices: Atmospheric type: 30 – ¾". Anti-Siphon type: 10 – ¾". RP Devices: 2 – 2".

Gate Valves: Two inch – 6; Six inch – 2 and Eight inch – 5.

Corp Stop Valves: 78 total - Campsites 50, Restroom/Shower Buildings 10, Drinking fountains 8, and 10 at other park locations.

Main Water Lines: 13,000 + LF of unknown size mail water line.

Misc. Notes: 59(+/-) hose bibs; two sewer dump stations; 50,000 gallon water storage tank; well elevation, 3057.9 ft.; storage tank elevation, 3237.9 ft.; liquid sodium hypochlorite (chlorine) pump installed at the motor control building on July 17, 2003.

▪ **Prado Regional Park:**

Potable Water: Prado Regional Park operates a Domestic Water System-Non Community, per San Bernardino County Department of Public Health Permit # 8511070418.

Well Data: One well located on the north side of Kimball Avenue, between Euclid and Grove Avenues. This well is located on Chino Airport property. The well produces 250 gallons per minute at this time. A chlorine pump injects liquid chlorine into the water line at the well site.

Pump Data: The pump is a submersible pump. There is no information about the horsepower, capacity flow or depth of this pump.

Backflow Devices: There are two backflow prevention devices, one at the Golf Course and one at the Equestrian Center.

Gate Valves:	Approximately 24 Gate Valves are part of the potable water system.
Corp Stop Valves:	75 Corp Stops are installed in the campgrounds.
Supply Line:	The pipeline between the well and the park runs through dairies and other agriculture land. I don not know about the status of any easement for this pipeline.
Main Water Lines:	The potable distribution pipelines sizes range from 6 inch to ¾ inch. Park staff had encountered the following pipe materials, AC (Asbestos Concrete), PVC and a type of Poly pipe.
Storage:	There is a 150,000-gallon storage tank at the park. Adjacent to this tank are three booster pumps of ten, fifteen and twenty-five horsepower. There is an air compressor and a hydro tank at this location.
Misc. Notes:	The Park supplies potable water to the following locations, El Prado Golf Course, Prado Equestrian Center and the Office, Snack Bar, Campgrounds, picnic sites and drinking fountains through out the park.
Non-Potable Water:	The park is irrigated with lake water supplied by the Inland Empire Utilities Agency (IEUA). This is reclaimed water from RP-1 the sewer treatment plant south of Hwy 60 at Archibald Avenue. There are five pump stations around the lake, which pump into the irrigation pipelines. There are fourteen irrigation controllers at various locations on the park. The pipelines are PVC ranging in size from four inch to ¾ inch.

▪ **Yucaipa Regional Park:**

Well Data:	One 600 foot well with a submersible 500 gallons per minute pump at 400 foot level. The pump was replaced in the spring of 2002.
Pump Data:	Pool and Slide Pump: two (2) Kesler Vertical Turbine 30 horse power pumps, 2500 gallons per minute capacity each. Irrigation: Three Gould 100 horsepower horizontal pumps, Baldor motors with variable frequency drive capable of 2500 gallons per minute combined capacity. New as of June 21, 2003.
Backflow Devices:	RP Devices – (1) one inch Febco and (1) six inch Watts. Double Checks – (1) six inch Cla-Val.
Gate Valves:	75 total, both potable and irrigation, ranging in size from 4 inch to 12 inch.
Corp Stop Valves:	Corp Stops – 2, 117 total hose bibbs within the Campground and throughout the park.
Main Water Lines:	Four (plus) miles of six inch to eight inch potable water main lines; and six (plus) miles of six inch, eight inch, ten inch, and twelve inch irrigation main lines.
Misc. Notes:	Potable water is supplied to the park by Yucaipa Valley County Water District. The backflow device is near Oak Glen Road and the East park boundary. There is a second backflow near the intersection of the park road and the concrete by pass channel. This second backflow is only used if the park needed to introduce potable water into the park irrigation system. This is the only cross connection between potable and irrigation (lake) water.

*****END OF THIS SECTION*****

ATTACHMENT B – REFERENCES

Name of Agency	Contact Name	Phone Number	Dates Services Provided (from/to)

*****END OF THIS SECTION*****

ATTACHMENT C – COVER SHEET

PROPOSAL FOR WATER QUALITY TREATMENT SERVICES

PROPOSER'S NAME *(name of firm, entity or organization):*

FEDERAL EMPLOYER IDENTIFICATION NUMBER:

NAME AND TITLE OF PROPOSER'S CONTACT PERSON:

MAILING ADDRESS:

Street Address: _____

City, State, Zip: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

PROPOSER'S ORGANIZATIONAL STRUCTURE

___ Corporation ___ Partnership ___ Proprietorship ___ Joint Venture

___ Other (explain): _____

If Corporation, Date Incorporate: _____ **State Incorporated:** _____

States Registered in as foreign corporation:

PROPOSERS SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS RFQ REQUESTS:

PROPOSER'S AUTHORIZED SIGNATURE:

The undersigned hereby certifies that this proposal is submitted in response to this solicitation.

SIGNED: _____

DATE: _____

PRINT NAME: _____

TITLE: _____

ATTACHMENT D – PUBLIC RECORDS ACT

California Government Code – Section 6250 – 6270

6250. In enacting this chapter, the Legislature, mindful of the right of individuals to privacy, finds and declares that access to information concerning the conduct of the people's business is a fundamental and necessary right of every person in this state.

6251. This chapter shall be known and may be cited as the California Public Records Act.

6252. As used in this chapter:

(a) "State agency" means every state office, officer, department, division, bureau, board, and commission or other state body or agency, except those agencies provided for in Article IV (except Section 20 thereof) or Article VI of the California Constitution.

(b) "Local agency" includes a county; city, whether general law or chartered; city and county; school district; municipal corporation; district; political subdivision; or any board, commission or agency thereof; other local public agency; or entities that are legislative bodies of a local agency pursuant to subdivisions (c) and (d) of Section 54952.

(c) "Person" includes any natural person, corporation, partnership, limited liability company, firm, or association.

(d) "Public agency" means any state or local agency.

(e) "Public records" includes any writing containing information relating to the conduct of the public's business prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics. "Public records" in the custody of, or maintained by, the Governor's office means any writing prepared on or after January 6, 1975.

(f) "Writing" means any handwriting, typewriting, printing, photostating, photographing, photocopying, transmitting by electronic mail or facsimile, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof, and any record thereby created, regardless of the manner in which the record has been stored.

(g) "Member of the public" means any person, except a member, agent, officer, or employee of a federal, state, or local agency acting within the scope of his or her membership, agency, office, or employment.

6252.5. Notwithstanding the definition of "member of the public" in Section 6252, an elected member or officer of any state or local agency is entitled to access to public records of that agency on the same basis as any other person. Nothing in this section shall limit the ability of elected members or officers to access public records permitted by law in the administration of their duties. This section does not constitute a change in, but is declaratory of existing law.

6253. (a) Public records are open to inspection at all times during the office hours of the state or local agency and every person has a right to inspect any public record, except as hereafter provided. Any reasonably segregable portion of a record shall be available for inspection by any person requesting the record after deletion of the portions that are exempted by law.

(b) Except with respect to public records exempt from disclosure by express provisions of law, each state or local agency, upon a request for a copy of records that reasonably describes an identifiable record or records, shall make the records promptly available to any person upon payment of fees covering direct costs of duplication, or a statutory fee if applicable. Upon request, an exact copy shall be provided unless impracticable to do so.

(c) Each agency, upon a request for a copy of records, shall, within 10 days from receipt of the request, determine whether the request, in whole or in part, seeks copies of disclosable public records in the possession of the agency and shall promptly notify the person making the request of the determination and the reasons therefore. In unusual circumstances, the time limit prescribed in this section may be extended by written notice by the head of the agency or his or her designee to the person making the request, setting forth the reasons for the extension and the date on which a determination is expected to be dispatched. No notice shall specify a date that would result in an extension for more than 14 days. When the agency dispatches the determination, and if the agency determines that the request seeks disclosable public records, the agency shall state the estimated date and time when the records will be made available. As used in this section, "unusual circumstances" means the following, but only to the extent reasonably necessary to the proper processing of the particular request:

(1) The need to search for and collect the requested records from field facilities or other establishments that are separate from the office processing the request.

(2) The need to search for, collect, and appropriately examine a voluminous amount of separate and distinct records that are demanded in a single request.

(3) The need for consultation, which shall be conducted with all practicable speed, with another agency having substantial interest in the determination of the request or among two or more components of the agency having substantial subject matter interest therein.

(4) The need to compile data, to write programming language or a computer program, or to construct a computer report to extract data.

(d) Nothing in this chapter shall be construed to permit an agency to delay or obstruct the inspection or copying of public records. The notification of denial of any request for records required by Section 6255 shall set forth the names and titles or positions of each person responsible for the denial.

(e) Except as otherwise prohibited by law, a state or local agency may adopt requirements for itself that allow for faster, more efficient, or greater access to records than prescribed by the minimum standards set forth in this chapter.

6253.1. (a) When a member of the public requests to inspect a public record or obtain a copy of a public record, the public agency, in order to assist the member of the public make a focused and effective request that reasonably describes an identifiable record or records, shall do all of the following, to the extent reasonable under the circumstances:

(1) Assist the member of the public to identify records and information that are responsive to the request or to the purpose of the request, if stated.

(2) Describe the information technology and physical location in which the records exist.

(3) Provide suggestions for overcoming any practical basis for denying access to the records or information sought.

(b) The requirements of paragraph (1) of subdivision (a) shall be deemed to have been satisfied if the public agency is unable to identify the requested information after making a reasonable effort to elicit additional clarifying information from the requester that will help identify the record or records.

(c) The requirements of subdivision (a) are in addition to any action required of a public agency by Section 6253.

(d) This section shall not apply to a request for public records if any of the following applies:

(1) The public agency makes available the requested records pursuant to Section 6253.

(2) The public agency determines that the request should be denied and bases that determination solely on an exemption listed in Section 6254.

(3) The public agency makes available an index of its records.

6253.2. (a) Notwithstanding any other provision of this chapter to the contrary, information regarding persons paid by the state to provide in-home supportive services pursuant to Article 7 (commencing with Section 12300) of Chapter 3 of Part 3 of Division 9 of the Welfare and Institutions Code or personal care services pursuant to Section 14132.95 of the Welfare and Institutions Code, shall not be subject to public disclosure pursuant to this chapter, except as provided in subdivision (b).

(b) Copies of names, addresses, and telephone numbers of persons described in subdivision (a) shall be made available, upon request, to an exclusive bargaining agent and to any labor organization seeking representation rights pursuant to subdivision (c) of Section 12301.6 or Section 12302 of the Welfare and Institutions Code or Chapter 10 (commencing with Section 3500) of Division 4 of Title 1. This information shall not be used by the receiving entity for any purpose other than the employee organizing, representation, and assistance activities of the labor organization.

(c) This section shall apply solely to individuals who provide services under the In-Home Supportive Services Program (Article 7 (commencing with Section 12300) of Chapter 3 of Part 3 of Division 9 of the Welfare and Institutions Code) or the Personal Care Services Program pursuant to Section 14132.95 of the Welfare and Institutions Code.

(d) Nothing in this section is intended to alter or shall be interpreted to alter the rights of parties under the Meyers-Milias-Brown Act (Chapter 10 (commencing with Section 3500) of Division 4) or any other labor relations law.

6253.4. (a) Every agency may adopt regulations stating the procedures to be followed when making its records available in accordance with this section.

The following state and local bodies shall establish written guidelines for accessibility of records. A copy of these guidelines shall be posted in a conspicuous public place at the offices of these bodies, and a copy of the guidelines shall be available upon request free of charge to any person requesting that body's records:

Department of Motor Vehicles
Department of Transportation
Department of Corrections
Department of Justice
Department of Corporations
Secretary of State
Department of Water Resources
San Francisco Bay Conservation and Development Commission
State Department of Health Services
State Department of Social Services
State Department of Developmental Services
Office of Statewide Health Planning and Development

Department of Consumer Affairs
Department of Real Estate
Department of the Youth Authority
Department of Insurance
Department of Managed Health Care
State Air Resources Board
Department of Parks and Recreation
State Board of Equalization
Employment Development Department
State Department of Mental Health
State Department of Alcohol and Drug Abuse
Public Employees' Retirement System

Teachers' Retirement Board
Department of General Services
Public Utilities Commission
State Water Resources Control Board
All regional water quality control boards
Bay Area Air Pollution Control District
Golden Gate Bridge, Highway and Transportation District

Department of Industrial Relations
Department of Veterans Affairs
California Coastal Commission
San Francisco Bay Area Rapid Transit District
Los Angeles County Air Pollution Control District
Department of Toxic Substances Control
Office of Environmental Health Hazard Assessment

(b) Guidelines and regulations adopted pursuant to this section shall be consistent with all other sections of this chapter and shall reflect the intention of the Legislature to make the records accessible to the public. The guidelines and regulations adopted pursuant to this section shall not operate to limit the hours public records are open for inspection as prescribed in Section 6253.

6253.5. Notwithstanding Sections 6252 and 6253, statewide, county, city, and district initiative, referendum, and recall petitions, petitions circulated pursuant to Section 5091 of the Education Code, petitions for the reorganization of school districts submitted pursuant to Article 1 (commencing with Section 35700) of Chapter 4 of Part 21 of the Education Code, petitions for the reorganization of community college districts submitted pursuant to Part 46 (commencing with Section 74000) of the Education Code and all memoranda prepared by the county elections officials in the examination of the petitions indicating which registered voters have signed particular petitions shall not be deemed to be public records and shall not be open to inspection except by the public officer or public employees who have the duty of receiving, examining or preserving the petitions or who are responsible for the preparation of that memoranda and, if the petition is found to be insufficient, by the proponents of the petition and the representatives of the proponents as may be designated by the proponents in writing in order to determine which signatures were disqualified and the reasons therefore. However, the Attorney General, the Secretary of State, the Fair Political Practices Commission, a district attorney, a school district or a community college district attorney, and a city attorney shall be permitted to examine the material upon approval of the appropriate superior court.

If the proponents of a petition are permitted to examine the petition and memoranda, the examination shall commence not later than 21 days after certification of insufficiency.

(a) As used in this section, "petition" shall mean any petition to which a registered voter has affixed his or her signature.

(b) As used in this section "proponents of the petition" means the following:

(1) For statewide initiative and referendum measures, the person or persons who submit a draft of a petition proposing the measure to the Attorney General with a request that he or she prepare a title and summary of the chief purpose and points of the proposed measure.

(2) For other initiative and referenda on measures, the person or persons who publish a notice of intention to circulate petitions, or, where publication is not required, who file petitions with the elections official.

(3) For recall measures, the person or persons defined in Section 343 of the Elections Code.

(4) For petitions circulated pursuant to Section 5091 of the Education Code, the person or persons having charge of the petition who submit the petition to the county superintendent of schools.

(5) For petitions circulated pursuant to Article 1 (commencing with Section 35700) of Chapter 4 of Part 21 of the Education Code, the person or persons designated as chief petitioners under Section 35701 of the Education Code.

(6) For petitions circulated pursuant to Part 46 (commencing with Section 74000) of the Education Code, the person or persons designated as chief petitioners under Sections 74102, 74133, and 74152 of the Education Code.

6253.6. (a) Notwithstanding the provisions of Sections 6252 and 6253, information compiled by public officers or public employees revealing the identity of persons who have requested bilingual ballots or ballot pamphlets, made in accordance with any federal or state law, or other data that would reveal the identity of the requester, shall not be deemed to be public records and shall not be provided to any person other than public officers or public employees who are responsible for receiving those requests and processing the same.

(b) Nothing contained in subdivision (a) shall be construed as prohibiting any person who is otherwise authorized by law from examining election materials, including, but not limited to, affidavits of registration, provided that requests for bilingual ballots or ballot pamphlets shall be subject to the restrictions contained in subdivision (a).

6253.8. (a) Every final enforcement order issued by an agency listed in subdivision (b) under any provision of law that is administered by an entity listed in subdivision (b), shall be displayed on the entity's Internet website, if the final enforcement order is a public record that is not exempt from disclosure pursuant to this chapter.

(b) This section applies to the California Environmental Protection Agency and to all of the following entities within the agency:

(1) The State Air Resources Board.

(2) The California Integrated Waste Management Board.

(3) The State Water Resources Control Board, and each California regional water quality control board.

(4) The Department of Pesticide Regulation.

(5) The Department of Toxic Substances Control.

(c) (1) Except as provided in paragraph (2), for purposes of this section, an enforcement order is final when the time for judicial review has expired on or after January 1, 2001, or when all means of judicial review have been exhausted on or after January 1, 2001.

(2) In addition to the requirements of paragraph (1), with regard to a final enforcement order issued by the State Water Resources Control Board or a California regional water quality control board, this section shall apply only to a final enforcement order adopted by that board or a regional board at a public meeting.

(d) An order posted pursuant to this section shall be posted for not less than one year.

(e) The California Environmental Protection Agency shall oversee the implementation of this section.

(f) This section shall become operative April 1, 2001.

6253.9. (a) Unless otherwise prohibited by law, any agency that has information that constitutes an identifiable public record not exempt from disclosure pursuant to this chapter that is in an electronic format shall make that information available in an electronic format when requested by any person and, when applicable, shall comply with the following:

(1) The agency shall make the information available in any electronic format in which it holds the information.

(2) Each agency shall provide a copy of an electronic record in the format requested if the requested format is one that has been used by the agency to create copies for its own use or for provision to other agencies. The cost of duplication shall be limited to the direct cost of producing a copy of a record in an electronic format.

(b) Notwithstanding paragraph (2) of subdivision (a), the requester shall bear the cost of producing a copy of the record, including the cost to construct a record, and the cost of programming and computer services necessary to produce a copy of the record when either of the following applies:

(1) In order to comply with the provisions of subdivision (a), the public agency would be required to produce a copy of an electronic record and the record is one that is produced only at otherwise regularly scheduled intervals.

(2) The request would require data compilation, extraction, or programming to produce the record.

(c) Nothing in this section shall be construed to require the public agency to reconstruct a record in an electronic format if the agency no longer has the record available in an electronic format.

(d) If the request is for information in other than electronic format, and the information also is in electronic format, the agency may inform the requester that the information is available in electronic format.

(e) Nothing in this section shall be construed to permit an agency to make information available only in an electronic format.

(f) Nothing in this section shall be construed to require the public agency to release an electronic record in the electronic form in which it is held by the agency if its release would jeopardize or compromise the security or integrity of the original record or of any proprietary software in which it is maintained.

(g) Nothing in this section shall be construed to permit public access to records held by any agency to which access is otherwise restricted by statute.

6254. Except as provided in Sections 6254.7 and 6254.13, nothing in this chapter shall be construed to require disclosure of records that are any of the following:

(a) Preliminary drafts, notes, or interagency or intra-agency memorandums that are not retained by the public agency in the ordinary course of business, provided that the public interest in withholding those records clearly outweighs the public interest in disclosure.

(b) Records pertaining to pending litigation to which the public agency is a party, or to claims made pursuant to Division 3.6 (commencing with Section 810), until the pending litigation or claim has been finally adjudicated or otherwise settled.

(c) Personnel, medical, or similar files, the disclosure of which would constitute an unwarranted invasion of personal privacy.

(d) Contained in or related to any of the following:

(1) Applications filed with any state agency responsible for the regulation or supervision of the issuance of securities or of financial institutions, including, but not limited to, banks, savings and loan associations, industrial loan companies, credit unions, and insurance companies.

(2) Examination, operating, or condition reports prepared by, on behalf of, or for the use of, any state agency referred to in paragraph (1).

(3) Preliminary drafts, notes, or interagency or intra-agency communications prepared by, on behalf of, or for the use of, any state agency referred to in paragraph (1).

(4) Information received in confidence by any state agency referred to in paragraph (1).

(e) Geological and geophysical data, plant production data, and similar information relating to utility systems development, or market or crop reports, that are obtained in confidence from any person.

(f) Records of complaints to, or investigations conducted by, or records of intelligence information or security procedures of, the office of the Attorney General and the Department of Justice, and any state or local police agency, or any investigatory or security files compiled by any other state or local police agency, or any investigatory or security files compiled by any other state or local agency for correctional, law enforcement, or licensing purposes, except that state and local law enforcement agencies shall disclose the names and addresses of persons involved in, or witnesses other than confidential informants to, the incident, the description of any property involved, the date, time, and location of the incident, all diagrams, statements of the parties involved in the incident, the statements of all witnesses, other than confidential informants, to the victims of an incident, or an authorized representative thereof, an insurance carrier against which a claim has been or might be made, and any person suffering bodily injury or property damage or loss, as the result of the incident caused by arson, burglary, fire, explosion, larceny, robbery, carjacking, vandalism, vehicle theft, or a crime as defined by subdivision (c) of Section 13960, unless the disclosure would endanger the safety of a witness or other person involved in the investigation, or unless disclosure would endanger the successful completion of the investigation or a related investigation. However, nothing in this division shall require the disclosure of that portion of those investigative files that reflect the analysis or conclusions of the investigating officer.

Notwithstanding any other provision of this subdivision, state and local law enforcement agencies shall make public the following information, except to the extent that disclosure of a particular item of information would endanger the safety of a person involved in an investigation or would endanger the successful completion of the investigation or a related investigation:

(1) The full name and occupation of every individual arrested by the agency, the individual's physical description including date of birth, color of eyes and hair, sex, height and weight, the time and date of arrest, the time and date of booking, the location of the arrest, the factual circumstances surrounding the arrest, the amount of bail set, the time and manner of release or the location where the individual is currently being held, and all charges the individual is being held upon, including any outstanding warrants from other jurisdictions and parole or probation holds.

(2) Subject to the restrictions imposed by Section 841.5 of the Penal Code, the time, substance, and location of all complaints or requests for assistance received by the agency and the time and nature of the response thereto, including, to the extent the information regarding crimes alleged or committed or any other incident investigated is recorded, the time, date, and location of occurrence, the time and date of the report, the name and age of the victim, the factual circumstances surrounding the crime or incident, and a general description of any injuries, property, or weapons involved. The name of a victim of any crime defined by Section 220, 261, 261.5, 262, 264, 264.1, 273a, 273d, 273.5, 286, 288, 288a, 289, 422.6, 422.7, 422.75, or 646.9 of the Penal Code may be withheld at the victim's request, or at the request of the victim's parent or guardian if the victim is a minor. When a person is the victim of more than one crime, information disclosing that the person is a victim of a crime defined by Section 220, 261, 261.5, 262, 264, 264.1, 273a, 273d, 286, 288, 288a, 289, 422.6, 422.7, 422.75, or 646.9 of the Penal Code may be deleted at the request of the victim, or the victim's parent or guardian if the victim is a minor, in making the report of the crime, or of any crime or incident accompanying the crime, available to the public in compliance with the requirements of this paragraph.

(3) Subject to the restrictions of Section 841.5 of the Penal Code and this subdivision, the current address of every individual arrested by the agency and the current address of the victim of a crime, where the requester declares under penalty of perjury that the request is made for a scholarly, journalistic, political, or governmental purpose, or that the request is made for investigation purposes by a licensed private investigator as described in Chapter 11.3 (commencing with Section 7512) of Division 3 of the Business and Professions Code, except that the address of the victim of any crime defined by Section 220, 261, 261.5, 262, 264, 264.1, 273a, 273d, 273.5, 286, 288, 288a, 289, 422.6, 422.7, 422.75, or 646.9 of the Penal Code shall remain confidential. Address information obtained pursuant to this paragraph shall not be used directly or indirectly to sell a product or service to any individual or group of individuals, and the requester shall execute a declaration to that effect under penalty of perjury.

(g) Test questions, scoring keys, and other examination data used to administer a licensing examination, examination for employment, or academic examination, except as provided for in Chapter 3 (commencing with Section 99150) of Part 65 of the Education Code.

(h) The contents of real estate appraisals or engineering or feasibility estimates and evaluations made for or by the state or local agency relative to the acquisition of property, or to prospective public supply and construction contracts, until all of the property has been acquired or all of the contract agreement obtained. However, the law of eminent domain shall not be affected by this provision.

(i) Information required from any taxpayer in connection with the collection of local taxes that is received in confidence and the disclosure of the information to other persons would result in unfair competitive disadvantage to the person supplying the information.

(j) Library circulation records kept for the purpose of identifying the borrower of items available in libraries, and library and museum materials made or acquired and presented solely for reference or exhibition purposes. The exemption in this subdivision shall not apply to records of fines imposed on the borrowers.

(k) Records, the disclosure of which is exempted or prohibited pursuant to federal or state law, including, but not limited to, provisions of the Evidence Code relating to privilege. (l) Correspondence of and to the Governor or employees of the Governor's office or in the custody of or maintained by the Governor's legal affairs secretary, provided that public records shall not be transferred to the custody of the Governor's Legal Affairs Secretary to evade the disclosure provisions of this chapter.

(m) In the custody of or maintained by the Legislative Counsel, except those records in the public database maintained by the Legislative Counsel that are described in Section 10248.

(n) Statements of personal worth or personal financial data required by a licensing agency and filed by an applicant with the licensing agency to establish his or her personal qualification for the license, certificate, or permit applied for.

(o) Financial data contained in applications for financing under Division 27 (commencing with Section 44500) of the Health and Safety Code, where an authorized officer of the California Pollution Control Financing Authority determines that disclosure of the financial data would be competitively injurious to the applicant and the data is required in order to obtain guarantees from the United States Small Business Administration. The California Pollution Control Financing Authority shall adopt rules for review of individual requests for confidentiality under this section and for making available to the public those portions of an application that are subject to disclosure under this chapter.

(p) Records of state agencies related to activities governed by Chapter 10.3 (commencing with Section 3512), Chapter 10.5 (commencing with Section 3525), and Chapter 12 (commencing with Section 3560) of Division 4 of Title 1, that reveal a state agency's deliberative processes, impressions, evaluations, opinions, recommendations, meeting minutes, research, work products, theories, or strategy, or that provide instruction, advice, or training to employees who do not have full collective bargaining and representation rights under these chapters. Nothing in this subdivision shall be construed to limit the disclosure duties of a state agency with respect to any other records relating to the activities governed by the employee relations acts referred to in this subdivision.

(q) Records of state agencies related to activities governed by Article 2.6 (commencing with Section 14081), Article 2.8 (commencing with Section 14087.5), and Article 2.91 (commencing with Section 14089) of Chapter 7 of Part 3 of Division 9 of the Welfare and Institutions Code, that reveal the special negotiator's deliberative processes, discussions, communications, or any other portion of the negotiations with providers of health care services, impressions, opinions, recommendations, meeting minutes, research, work product, theories, or strategy, or that provide instruction, advice, or training to employees.

Except for the portion of a contract containing the rates of payment, contracts for inpatient services entered into pursuant to these articles, on or after April 1, 1984, shall be open to inspection one year after they are fully executed. In the event that a contract for inpatient services that is entered into prior to April 1, 1984, is amended on or after April 1, 1984, the amendment, except for any portion containing the rates of payment, shall be open to inspection one year after it is fully executed. If the California Medical Assistance Commission enters into contracts with health care providers for other than inpatient hospital services, those contracts shall be open to inspection one year after they are fully executed.

Three years after a contract or amendment is open to inspection under this subdivision, the portion of the contract or amendment containing the rates of payment shall be open to inspection.

Notwithstanding any other provision of law, the entire contract or amendment shall be open to inspection by the Joint Legislative Audit Committee. The committee shall maintain the confidentiality of the contracts and amendments until the time a contract or amendment is fully open to inspection by the public.

(r) Records of Native American graves, cemeteries, and sacred places maintained by the Native American Heritage Commission.

(s) A final accreditation report of the Joint Commission on Accreditation of Hospitals that has been transmitted to the State Department of Health Services pursuant to subdivision (b) of Section 1282 of the Health and Safety Code.

(t) Records of a local hospital district, formed pursuant to Division 23 (commencing with Section 32000) of the Health and Safety Code, or the records of a municipal hospital, formed pursuant to Article 7 (commencing with Section 37600) or Article 8 (commencing with Section 37650) of Chapter 5 of Division 3 of Title 4 of this code, that relate to any contract with an insurer or nonprofit hospital service plan for inpatient or outpatient services for alternative rates pursuant to Section 10133 or 11512 of the Insurance Code. However, the record shall be open to inspection within one year after the contract is fully executed.

(u) (1) Information contained in applications for licenses to carry firearms issued pursuant to Section 12050 of the Penal Code by the sheriff of a county or the chief or other head of a municipal police department that indicates when or where the applicant is vulnerable to attack or that concerns the applicant's medical or psychological history or that of members of his or her family.

(2) The home address and telephone number of peace officers, judges, court commissioners, and magistrates that are set forth in applications for licenses to carry firearms issued pursuant to Section 12050 of the Penal Code by the sheriff of a county or the chief or other head of a municipal police department.

(3) The home address and telephone number of peace officers, judges, court commissioners, and magistrates that are set forth in licenses to carry firearms issued pursuant to Section 12050 of the Penal Code by the sheriff of a county or the chief or other head of a municipal police department.

(v) (1) Records of the Major Risk Medical Insurance Program related to activities governed by Part 6.3 (commencing with Section 12695) and Part 6.5 (commencing with Section 12700) of Division 2 of the Insurance Code, and that reveal the deliberative processes, discussions, communications, or any other portion of the negotiations with health plans, or the impressions, opinions, recommendations, meeting minutes, research, work product, theories, or strategy of the board or its staff, or records that provide instructions, advice, or training to employees.

(2) (A) Except for the portion of a contract that contains the rates of payment, contracts for health coverage entered into pursuant to Part 6.3 (commencing with Section 12695) or Part 6.5 (commencing with Section 12700) of Division 2 of the Insurance Code, on or after July 1, 1991, shall be open to inspection one year after they have been fully executed.

(B) In the event that a contract for health coverage that is entered into prior to July 1, 1991, is amended on or after July 1, 1991, the amendment, except for any portion containing the rates of payment, shall be open to inspection one year after the amendment has been fully executed.

(3) Three years after a contract or amendment is open to inspection pursuant to this subdivision, the portion of the contract or amendment containing the rates of payment shall be open to inspection.

(4) Notwithstanding any other provision of law, the entire contract or amendments to a contract shall be open to inspection by the Joint Legislative Audit Committee. The committee shall maintain the confidentiality of the contracts and amendments thereto, until the contract or amendments to a contract is open to inspection pursuant to paragraph (3).

(w) (1) Records of the Major Risk Medical Insurance Program related to activities governed by Chapter 14 (commencing with Section 10700) of Part 2 of Division 2 of the Insurance Code, and that reveal the deliberative processes, discussions, communications, or any other portion of the negotiations with health plans, or the impressions, opinions, recommendations, meeting minutes, research, work product, theories, or strategy of the board or its staff, or records that provide instructions, advice, or training to employees.

(2) Except for the portion of a contract that contains the rates of payment, contracts for health coverage entered into pursuant to Chapter 14 (commencing with Section 10700) of Part 2 of Division 2 of the Insurance Code, on or after January 1, 1993, shall be open to inspection one year after they have been fully executed.

(3) Notwithstanding any other provision of law, the entire contract or amendments to a contract shall be open to inspection by the Joint Legislative Audit Committee. The committee shall maintain the confidentiality of the contracts and amendments thereto, until the contract or amendments to a contract is open to inspection pursuant to paragraph (2).

(x) Financial data contained in applications for registration, or registration renewal, as a service contractor filed with the Director of the Department of Consumer Affairs pursuant to Chapter 20 (commencing with Section 9800) of Division 3 of the Business and Professions Code, for the purpose of establishing the service contractor's net worth, or financial data regarding the funded accounts held in escrow for service contracts held in force in this state by a service contractor.

(y) (1) Records of the Managed Risk Medical Insurance Board related to activities governed by Part 6.2 (commencing with Section 12693) or Part 6.4 (commencing with Section 12699.50) of Division 2 of the Insurance Code, and that reveal the deliberative processes, discussions, communications, or any other portion of the negotiations with health plans, or the impressions, opinions, recommendations, meeting minutes, research, work product, theories, or strategy of the board or its staff, or records that provide instructions, advice, or training to employees.

(2) (A) Except for the portion of a contract that contains the rates of payment, contracts entered into pursuant to Part 6.2 (commencing with Section 12693) or Part 6.4 (commencing with Section 12699.50) of Division 2 of the Insurance Code, on or after January 1, 1998, shall be open to inspection one year after they have been fully executed.

(B) In the event that a contract entered into pursuant to Part 6.2 (commencing with Section 12693) or Part 6.4 (commencing with Section 12699.50) of Division 2 of the Insurance Code is amended, the amendment shall be open to inspection one year after the amendment has been fully executed.

(3) Three years after a contract or amendment is open to inspection pursuant to this subdivision, the portion of the contract or amendment containing the rates of payment shall be open to inspection.

(4) Notwithstanding any other provision of law, the entire contract or amendments to a contract shall be open to inspection by the Joint Legislative Audit Committee. The committee shall maintain the confidentiality of the contracts and amendments thereto until the contract or amendments to a contract are open to inspection pursuant to paragraph (2) or (3).

(5) The exemption from disclosure provided pursuant to this subdivision for the contracts, deliberative processes, discussions, communications, negotiations with health plans, impressions, opinions, recommendations, meeting minutes, research, work product, theories, or strategy of the board or its staff shall also apply to the contracts, deliberative processes, discussions, communications, negotiations with health plans, impressions, opinions, recommendations, meeting minutes, research, work product, theories, or strategy of applicants pursuant to Part 6.4 (commencing with Section 12699.50) of Division 2 of the Insurance Code.

(z) Records obtained pursuant to paragraph (2) of subdivision (c) of Section 2891.1 of the Public Utilities Code.

(aa) A document prepared by a local agency that assesses its vulnerability to terrorist attack or other criminal acts intended to disrupt the public agency's operations and that is for distribution or consideration in a closed session.

Nothing in this section prevents any agency from opening its records concerning the administration of the agency to public inspection, unless disclosure is otherwise prohibited by law.

Nothing in this section prevents any health facility from disclosing to a certified bargaining agent relevant financing information pursuant to Section 8 of the National Labor Relations Act.

6254.1. (a) Except as provided in Section 6254.7, nothing in this chapter requires disclosure of records that are the residence address of any person contained in the records of the Department of Housing and Community Development, if the person has requested confidentiality of that information, in accordance with Section 18081 of the Health and Safety Code.

(b) Nothing in this chapter requires the disclosure of the residence or mailing address of any person in any record of the Department of Motor Vehicles except in accordance with Section 1808.21 of the Vehicle Code.

(c) Nothing in this chapter requires the disclosure of the results of a test undertaken pursuant to Section 12804.8 of the Vehicle Code.

6254.2. (a) Nothing in this chapter exempts from public disclosure the same categories of pesticide safety and efficacy information that are disclosable under paragraph (1) of subsection (d) of Section 10 of the federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. Sec. 136h(d)(1)), if the individual requesting the information is not an officer, employee, or agent specified in subdivision (h) and signs the affirmation specified in subdivision (h).

(b) The Director of Pesticide Regulation, upon his or her initiative, or upon receipt of a request pursuant to this chapter for the release of data submitted and designated as a trade secret by a registrant or applicant, shall determine whether any or all of the data so submitted is a properly designated trade secret. In order to assure that the interested public has an opportunity to obtain and review pesticide safety and efficacy data and to comment prior to the expiration of the public comment period on a proposed pesticide registration, the director shall provide notice to interested persons when an application for registration enters the registration evaluation process.

(c) If the director determines that the data is not a trade secret, the director shall notify the registrant or applicant by certified mail.

(d) The registrant or applicant shall have 30 days after receipt of this notification to provide the director with a complete justification and statement of the grounds on which the trade secret privilege is claimed. This justification and statement shall be submitted by certified mail.

(e) The director shall determine whether the data is protected as a trade secret within 15 days after receipt of the justification and statement or, if no justification and statement is filed, within 45 days of the original notice. The director shall notify the registrant or applicant and any party who has requested the data pursuant to this chapter of that determination by certified mail. If the director determines that the data is not protected as a trade secret, the final notice shall also specify a date, not sooner than 15 days after the date of mailing of the final notice, when the data shall be available to any person requesting information pursuant to subdivision (a).

(f) "Trade secret" means data that is nondisclosable under paragraph (1) of subsection (d) of Section 10 of the federal Insecticide, Fungicide, and Rodenticide Act.

(g) This section shall be operative only so long as, and to the extent that, enforcement of paragraph (1) of subsection (d) of Section 10 of the federal Insecticide, Fungicide, and Rodenticide Act has not been enjoined by federal court order, and shall become inoperative if an unappealable federal court judgment or decision becomes final that holds that paragraph invalid, to the extent of the invalidity.

(h) The director shall not knowingly disclose information submitted to the state by an applicant or registrant pursuant to Article 4 (commencing with Section 12811) of Chapter 2 of Division 7 of the Food and Agricultural Code to any officer, employee, or agent of any business or other entity engaged in the production, sale, or distribution of pesticides in countries other than the United States or in countries in addition to the United States, or to any other person who intends to deliver this information to any foreign or multi-national business or entity, unless the applicant or registrant consents to the disclosure. To implement this subdivision, the director shall require the following affirmation to be signed by the person who requests such information:

AFFIRMATION OF STATUS

This affirmation is required by Section 6254.2 of the Government Code. I have requested access to information submitted to the Department of Pesticide Regulation (or previously submitted to the Department of Food and Agriculture) by a pesticide applicant or registrant pursuant to the California Food and Agricultural Code. I hereby affirm all of the following statements:

(1) I do not seek access to the information for purposes of delivering it or offering it for sale to any business or other entity, including the business or entity of which I am an officer, employee, or agent engaged in the production, sale, or distribution of

pesticides in countries other than the United States or in countries in addition to the United States, or to the officers, employees, or agents of such a business or entity.

(2) I will not purposefully deliver or negligently cause the data to be delivered to a business or entity specified in paragraph (1) or its officers, employees, or agents.

I am aware that I may be subject to criminal penalties under Section 118 of the Penal Code if I make any statement of material facts knowing that the statement is false or if I willfully conceal any material fact.

Name of Requester

Name of Requester's Organization

Signature of Requester

Address of Requester

Date

Request No.

Telephone Number of Requester

Name, Address, and Telephone Number of Requester's Client, if the requester has requested access to the information on behalf of someone other than the requester or the requester's organization listed above.

(i) Notwithstanding any other provision of this section, the director may disclose information submitted by an applicant or registrant to any person in connection with a public proceeding conducted under law or regulation, if the director determines that the information is needed to determine whether a pesticide, or any ingredient of any pesticide, causes unreasonable adverse effects on health or the environment.

(j) The director shall maintain records of the names of persons to whom data is disclosed pursuant to this section and the persons or organizations they represent and shall inform the applicant or registrant of the names and the affiliation of these persons.

(k) Section 118 of the Penal Code applies to any affirmation made pursuant to this section.

(l) Any officer or employee of the state or former officer or employee of the state who, because of this employment or official position, obtains possession of, or has access to, material which is prohibited from disclosure by this section, and who, knowing that disclosure of this material is prohibited by this section, willfully discloses the material in any manner to any person not entitled to receive it, shall, upon conviction, be punished by a fine of not more than ten thousand dollars (\$10,000), or by imprisonment in the county jail for not more than one year, or by both fine and imprisonment.

For purposes of this subdivision, any contractor with the state who is furnished information pursuant to this section, or any employee of any contractor, shall be considered an employee of the state.

(m) This section does not prohibit any person from maintaining a civil action for wrongful disclosure of trade secrets.

(n) The director may limit an individual to one request per month pursuant to this section if the director determines that a person has made a frivolous request within the past 12-month period.

6254.20. Nothing in this chapter shall be construed to require the disclosure of records that relate to electronically collected personal information, as defined by Section 11015.5, received, collected, or compiled by a state agency.

6254.21. (a) No state or local agency shall post the home address or telephone number of any elected or appointed official on the Internet without first obtaining the written permission of that individual.

(b) No person shall knowingly post the home address or telephone number of any elected or appointed official, or of the official's residing spouse or child on the Internet knowing that person is an elected or appointed official and intending to cause imminent great bodily harm that is likely to occur or threatening to cause imminent great bodily harm to that individual. A

violation of this subdivision is a misdemeanor. A violation of this subdivision that leads to the bodily injury of the official, or his or her residing spouse or child, is a misdemeanor or a felony.

(c) For purposes of this section "elected or appointed official" includes, but is not limited to, all of the following:

- (1) State constitutional officers.
- (2) Members of the Legislature.
- (3) Judges and court commissioners.
- (4) District attorneys.
- (5) Public defenders.
- (6) Members of a city council.
- (7) Members of a board of supervisors.
- (8) Appointees of the Governor.
- (9) Appointees of the Legislature.
- (10) Mayors.
- (11) City attorneys.
- (12) Police chiefs and sheriffs.
- (13) A public safety official as defined in Section 6254.24.

(d) Nothing in this section is intended to preclude punishment instead under Sections 69, 76, or 422 of the Penal Code, or any other provision of law.

6254.22. Nothing in this chapter or any other provision of law shall require the disclosure of records of a health plan that is licensed pursuant to the Knox-Keene Health Care Service Plan Act of 1975 (Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code) and that is governed by a county board of supervisors, whether paper records, records maintained in the management information system, or records in any other form, that relate to provider rate or payment determinations, allocation or distribution methodologies for provider payments, formulae or calculations for these payments, and contract negotiations with providers of health care for alternative rates for a period of three years after the contract is fully executed. The transmission of the records, or the information contained therein in an alternative form, to the board of supervisors shall not constitute a waiver of exemption from disclosure, and the records and information once transmitted to the board of supervisors shall be subject to this same exemption. The provisions of this section shall not prevent access to any records by the Joint Legislative Audit Committee in the exercise of its powers pursuant to Article 1 (commencing with Section 10500) of Chapter 4 of Part 2 of Division 2 of Title 2. The provisions of this section also shall not prevent access to any records by the Department of Corporations in the exercise of its powers pursuant to Article 1 (commencing with Section 1340) of Chapter 2.2 of Division 2 of the Health and Safety Code.

6254.24. As used in this chapter, "public safety official" means the following:

- (a) An active or retired peace officer as defined in Sections 830 and 830.1 of the Penal Code.
- (b) An active or retired public officer or other person listed in Sections 1808.2 and 1808.6 of the Vehicle Code.
- (c) An "elected or appointed official" as defined in subdivision (b) of Section 6254.21.
- (d) Attorneys employed by the Department of Justice, the State Public Defender, or a county office of the district attorney or public defender.
- (e) City attorneys and attorneys who represent cities in criminal matters.
- (f) Specified employees of the Department of Corrections, the California Youth Authority, and the Prison Industry Authority who supervise inmates or are required to have a prisoner in their care or custody.
- (g) Nonsworn employees who supervise inmates in a city police department, a county sheriff's office, the Department of the California Highway Patrol, federal, state, and local detention facilities, and local juvenile halls, camps, ranches, and homes.
- (h) Federal prosecutors and criminal investigators and National Park Service Rangers working in California.
- (i) The surviving spouse or child of a peace officer defined in Section 830 of the Penal Code, if the peace officer died in the line of duty.

6254.25. Nothing in this chapter or any other provision of law shall require the disclosure of a memorandum submitted to a state body or to the legislative body of a local agency by its legal counsel pursuant to subdivision (q) of Section 11126 or Section 54956.9 until the pending litigation has been finally adjudicated or otherwise settled. The memorandum shall be protected by the attorney work-product privilege until the pending litigation has been finally adjudicated or otherwise settled.

6254.3. (a) The home addresses and home telephone numbers of state employees and employees of a school district or county office of education shall not be deemed to be public records and shall not be open to public inspection, except that disclosure of that information may be made as follows:

- (1) To an agent, or a family member of the individual to whom the information pertains.

(2) To an officer or employee of another state agency, school district, or county office of education when necessary for the performance of its official duties.

(3) To an employee organization pursuant to regulations and decisions of the Public Employment Relations Board, except that the home addresses and home telephone numbers of employees performing law enforcement-related functions shall not be disclosed.

(4) To an agent or employee of a health benefit plan providing health services or administering claims for health services to state, school districts, and county office of education employees and their enrolled dependents, for the purpose of providing the health services or administering claims for employees and their enrolled dependents.

(b) Upon written request of any employee, a state agency, school district, or county office of education shall not disclose the employee's home address or home telephone number pursuant to paragraph (3) of subdivision (a) and an agency shall remove the employee's home address and home telephone number from any mailing list maintained by the agency, except if the list is used exclusively by the agency to contact the employee.

6254.4. (a) The home address, telephone number, email address, precinct number, or other number specified by the Secretary of State for voter registration purposes, and prior registration information shown on the voter registration card for all registered voters is confidential, and shall not be disclosed to any person, except pursuant to Section 2194 of the Elections Code.

(b) For purposes of this section, "home address" means street address only, and does not include an individual's city or post office address.

(c) The California driver's license number or California identification card number shown on a voter registration card of a registered voter is confidential and shall not be disclosed to any person.

6254.5. Notwithstanding any other provisions of the law, whenever a state or local agency discloses a public record which is otherwise exempt from this chapter, to any member of the public, this disclosure shall constitute a waiver of the exemptions specified in Sections 6254, 6254.7, or other similar provisions of law. For purposes of this section, "agency" includes a member, agent, officer, or employee of the agency acting within the scope of his or her membership, agency, office, or employment.

This section, however, shall not apply to disclosures:

(a) Made pursuant to the Information Practices Act (commencing with Section 1798 of the Civil Code) or discovery proceedings.

(b) Made through other legal proceedings or as otherwise required by law.

(c) Within the scope of disclosure of a statute which limits disclosure of specified writings to certain purposes.

(d) Not required by law, and prohibited by formal action of an elected legislative body of the local agency which retains the writings.

(e) Made to any governmental agency, which agrees to treat the disclosed material as confidential. Only persons authorized in writing by the person in charge of the agency shall be permitted to obtain the information. Any information obtained by the agency shall only be used for purposes, which are consistent with existing law.

(f) Of records relating to a financial institution or an affiliate thereof, if the disclosures are made to the financial institution or affiliate by a state agency responsible for the regulation or supervision of the financial institution or affiliate.

(g) Of records relating to any person that is subject to the jurisdiction of the Department of Corporations, if the disclosures are made to the person that is the subject of the records for the purpose of corrective action by that person, or if a corporation, to an officer, director, or other key personnel of the corporation for the purpose of corrective action, or to any other person to the extent necessary to obtain information from that person for the purpose of an investigation by the Department of Corporations.

(h) Made by the Commissioner of Financial Institutions under Section 1909, 8009, or 18396 of the Financial Code.

(i) Of records relating to any person that is subject to the jurisdiction of the Department of Managed Health Care, if the disclosures are made to the person that is the subject of the records for the purpose of corrective action by that person, or if a corporation, to an officer, director, or other key personnel of the corporation for the purpose of corrective action, or to any other person to the extent necessary to obtain information from that person for the purpose of an investigation by the Department of Managed Health Care.

6254.6. Whenever a city and county or a joint powers agency, pursuant to a mandatory statute or charter provision to collect private industry wage data for salary setting purposes, or a contract entered to implement that mandate, is provided this data by the federal Bureau of Labor Statistics on the basis that the identity of private industry employers shall remain confidential, the identity of the employers shall not be open to the public or be admitted as evidence in any action or special proceeding.

6254.7. (a) All information, analyses, plans, or specifications that disclose the nature, extent, quantity, or degree of air contaminants or other pollution which any article, machine, equipment, or other contrivance will produce, which any air pollution control district or air quality management district, or any other state or local agency or district, requires any applicant to provide before the applicant builds, erects, alters, replaces, operates, sells, rents, or uses the article, machine, equipment, or other contrivance, are public records.

(b) All air or other pollution monitoring data, including data compiled from stationary sources, are public records.

(c) All records of notices and orders directed to the owner of any building of violations of housing or building codes, ordinances, statutes, or regulations which constitute violations of standards provided in Section 1941.1 of the Civil Code, and records of subsequent action with respect to those notices and orders, are public records.

(d) Except as otherwise provided in subdivision (e) and Chapter 3 (commencing with Section 99150) of Part 65 of the Education Code, trade secrets are not public records under this section. "Trade secrets," as used in this section, may include, but are not limited to, any formula, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information which is not patented, which is known only to certain individuals within a commercial concern who are using it to fabricate, produce, or compound an article of trade or a service having commercial value and which gives its user an opportunity to obtain a business advantage over competitors who do not know or use it.

(e) Notwithstanding any other provision of law, all air pollution emission data, including those emission data, which constitute trade secrets as defined in subdivision (d), are public records. Data used to calculate emission data are not emission data for the purposes of this subdivision and data, which constitute trade secrets and which are used to calculate emission data are not public records.

(f) Data used to calculate the costs of obtaining emissions offsets are not public records. At the time that an air pollution control district or air quality management district issues a permit to construct to an applicant who is required to obtain offsets pursuant to district rules and regulations, data obtained from the applicant consisting of the year the offset transaction occurred, the amount of offsets purchased, by pollutant, and the total cost, by pollutant, of the offsets purchased is a public record. If an application is denied, the data shall not be a public record.

6254.8. Every employment contract between a state or local agency and any public official or public employee is a public record, which is not subject to the provisions of Sections 6254 and 6255.

6254.9. (a) Computer software developed by a state or local agency is not itself a public record under this chapter. The agency may sell, lease, or license the software for commercial or noncommercial use.

(b) As used in this section, "computer software" includes computer mapping systems, computer programs, and computer graphics systems.

(c) This section shall not be construed to create an implied warranty on the part of the State of California or any local agency for errors, omissions, or other defects in any computer software as provided pursuant to this section.

(d) Nothing in this section is intended to affect the public record status of information merely because it is stored in a computer. Public records stored in a computer shall be disclosed as required by this chapter.

(e) Nothing in this section is intended to limit any copyright protections.

6254.10. Nothing in this chapter requires disclosure of records that relate to archeological site information maintained by the Department of Parks and Recreation, the State Historical Resources Commission, or the State Lands Commission.

6254.11. Nothing in this chapter requires the disclosure of records that relate to volatile organic compounds or chemical substances information received or compiled by an air pollution control officer pursuant to Section 42303.2 of the Health and Safety Code.

6254.12. Any information reported to the North American Securities Administrators Association/National Association of Securities Dealers' Central Registration Depository and compiled as disciplinary records which are made available to the Department of Corporations through a computer system, shall constitute a public record. Notwithstanding any other provision of law, the Department of Corporations may disclose that information and the current license status and the year of issuance of the license of a broker-dealer upon written or oral request pursuant to Section 25247 of the Corporations Code.

6254.13. Notwithstanding Section 6254, upon the request of any Member of the Legislature or upon request of the Governor or his or her designee, test questions or materials that would be used to administer an examination and are provided by the State Department of Education and administered as part of a statewide testing program of pupils enrolled in the public schools shall be disclosed to the requester. These questions or materials may not include an individual examination that has been administered to a pupil and scored. The requester may not take physical possession of the questions or materials, but may view

the questions or materials at a location selected by the department. Upon viewing this information, the requester shall keep the materials that he or she has seen confidential.

6254.14. (a) Except as provided in Sections 6254 and 6254.7, nothing in this chapter shall be construed to require disclosure of records of the Department of Corrections that relate to health care services contract negotiations, and that reveal the deliberative processes, discussions, communications, or any other portion of the negotiations, including, but not limited to, records related to those negotiations such as meeting minutes, research, work product, theories, or strategy of the department, or its staff, or members of the California Medical Assistance Commission, or its staff, who act in consultation with, or on behalf of, the department.

Except for the portion of a contract that contains the rates of payment, contracts for health services entered into by the Department of Corrections or the California Medical Assistance Commission on or after July 1, 1993, shall be open to inspection one year after they are fully executed. In the event that a contract for health services that is entered into prior to July 1, 1993, is amended on or after July 1, 1993, the amendment, except for any portion containing rates of payment, shall be open to inspection one year after it is fully executed.

Three years after a contract or amendment is open to inspection under this subdivision, the portion of the contract or amendment containing the rates of payment shall be open to inspection.

Notwithstanding any other provision of law, the entire contract or amendment shall be open to inspection by the Joint Legislative Audit Committee and the Bureau of State Audits. The Joint Legislative Audit Committee and the Bureau of State Audits shall maintain the confidentiality of the contracts and amendments until the contract or amendment is fully open to inspection by the public.

It is the intent of the Legislature that confidentiality of health care provider contracts, and of the contracting process as provided in this subdivision, is intended to protect the competitive nature of the negotiation process, and shall not affect public access to other information relating to the delivery of health care services.

(b) The inspection authority and confidentiality requirements established in subdivisions (q), (v), and (w) of Section 6254 for the Legislative Audit Committee shall also apply to the Bureau of State Audits.

6254.15. Nothing in this chapter shall be construed to require the disclosure of records that are any of the following: corporate financial records, corporate proprietary information including trade secrets, and information relating to siting within the state furnished to a government agency by a private company for the purpose of permitting the agency to work with the company in retaining, locating, or expanding a facility within California. Except as provided below, incentives offered by state or local government agencies, if any, shall be disclosed upon communication to the agency or the public of a decision to stay, locate, relocate, or expand, by a company, or upon application by that company to a governmental agency for a general plan amendment, rezone, use permit, building permit, or any other permit, whichever occurs first.

The agency shall delete, prior to disclosure to the public, information that is exempt pursuant to this section from any record describing state or local incentives offered by an agency to a private business to retain, locate, relocate, or expand the business within California.

6254.16. Nothing in this chapter shall be construed to require the disclosure of the name, credit history, utility usage data, home address, or telephone number of utility customers of local agencies, except that disclosure of name, utility usage data, and the home address of utility customers of local agencies shall be made available upon request as follows:

- (a) To an agent or authorized family member of the person to whom the information pertains.
- (b) To an officer or employee of another governmental agency when necessary for the performance of its official duties.
- (c) Upon court order or the request of a law enforcement agency relative to an ongoing investigation.
- (d) Upon determination by the local agency that the utility customer who is the subject of the request has used utility services in a manner inconsistent with applicable local utility usage policies.
- (e) Upon determination by the local agency that the utility customer who is the subject of the request is an elected or appointed official with authority to determine the utility usage policies of the local agency, provided that the home address of an appointed official shall not be disclosed without his or her consent.
- (f) Upon determination by the local agency that the public interest in disclosure of the information clearly outweighs the public interest in nondisclosure.

6254.17. (a) Nothing in this chapter shall be construed to require disclosure of records of the State Board of Control that relate to a request for assistance under Article 1 (commencing with Section 13959) of Chapter 5 of Part 4 of Division 3 of Title 2.

(b) This section shall not apply to a disclosure of the following information, if no information is disclosed that connects the information to a specific victim, derivative victim, or applicant under Article 1 (commencing with Section 13959) of Chapter 5 of Part 4 of Division 3 of Title 2:

- (1) The amount of money paid to a specific provider of services.
- (2) Summary data concerning the types of crimes for which assistance is provided.

6255. (a) The agency shall justify withholding any record by demonstrating that the record in question is exempt under express provisions of this chapter or that on the facts of the particular case the public interest served by not disclosing the record clearly outweighs the public interest served by disclosure of the record.

(b) A response to a written request for inspection or copies of public records that includes a determination that the request is denied, in whole or in part, shall be in writing.

6257.5 This chapter does not allow limitations on access to a public record based upon the purpose for which the record is being requested, if the record is otherwise subject to disclosure.

6258. Any person may institute proceedings for injunctive or declarative relief or writ of mandate in any court of competent jurisdiction to enforce his or her right to inspect or to receive a copy of any public record or class of public records under this chapter. The times for responsive pleadings and for hearings in these proceedings shall be set by the judge of the court with the object of securing a decision as to these matters at the earliest possible time.

6259. (a) Whenever it is made to appear by verified petition to the superior court of the county where the records or some part thereof are situated that certain public records are being improperly withheld from a member of the public, the court shall order the officer or person charged with withholding the records to disclose the public record or show cause why he or she should not do so. The court shall decide the case after examining the record in camera, if permitted by subdivision (b) of Section 915 of the Evidence Code, papers filed by the parties and any oral argument and additional evidence as the court may allow.

(b) If the court finds that the public official's decision to refuse disclosure is not justified under Section 6254 or 6255, he or she shall order the public official to make the record public. If the judge determines that the public official was justified in refusing to make the record public, he or she shall return the item to the public official without disclosing its content with an order supporting the decision refusing disclosure.

(c) In an action filed on or after January 1, 1991, an order of the court, either directing disclosure by a public official or supporting the decision of the public official refusing disclosure, is not a final judgment or order within the meaning of Section 904.1 of the Code of Civil Procedure from which an appeal may be taken, but shall be immediately reviewable by petition to the appellate court for the issuance of an extraordinary writ. Upon entry of any order pursuant to this section, a party shall, in order to obtain review of the order, file a petition within 20 days after service upon him or her of a written notice of entry of the order, or within such further time not exceeding an additional 20 days as the trial court may for good cause allow. If the notice is served by mail, the period within which to file the petition shall be increased by five days. A stay of an order or judgment shall not be granted unless the petitioning party demonstrates it will otherwise sustain irreparable damage and probable success on the merits. Any person who fails to obey the order of the court shall be cited to show cause why he or she is not in contempt of court.

(d) The court shall award court costs and reasonable attorney fees to the plaintiff should the plaintiff prevail in litigation filed pursuant to this section. The costs and fees shall be paid by the public agency of which the public official is a member or employee and shall not become a personal liability of the public official. If the court finds that the plaintiff's case is clearly frivolous, it shall award court costs and reasonable attorney fees to the public agency.

6260. The provisions of this chapter shall not be deemed in any manner to affect the status of judicial records as it existed immediately prior to the effective date of this section, nor to affect the rights of litigants, including parties to administrative proceedings, under the laws of discovery of this state, nor to limit or impair any rights of discovery in a criminal case.

6261. Notwithstanding Section 6252, an itemized statement of the total expenditures and disbursement of any agency provided for in Article VI of the California Constitution shall be open for inspection.

6262. The exemption of records of complaints to, or investigations conducted by, any state or local agency for licensing purposes under subdivision (f) of Section 6254 shall not apply when a request for inspection of such records is made by a district attorney.

6263. A state or local agency shall allow an inspection or copying of any public record or class of public records not exempted by this chapter when requested by a district attorney.

6264. The district attorney may petition a court of competent jurisdiction to require a state or local agency to allow him to inspect or receive a copy of any public record or class of public records not exempted by this chapter when the agency fails or refuses to allow inspection or copying within 10 working days of a request. The court may require a public agency to permit inspection or copying by the district attorney unless the public interest or good cause in withholding such records clearly outweighs the public interest in disclosure.

6265. Disclosure of records to a district attorney under the provisions of this chapter shall effect no change in the status of the records under any other provision of law.

6267. All registration and circulation records of any library which is in whole or in part supported by public funds shall remain confidential and shall not be disclosed to any person, local agency, or state agency except as follows:

- (a) By a person acting within the scope of his or her duties within the administration of the library.
- (b) By a person authorized, in writing, by the individual to whom the records pertain, to inspect the records.
- (c) By order of the appropriate superior court.

As used in this section, the term "registration records" includes any information which a library requires a patron to provide in order to become eligible to borrow books and other materials, and the term "circulation records" includes any information which identifies the patrons borrowing particular books and other material.

This section shall not apply to statistical reports of registration and circulation nor to records of fines collected by the library.

6268. Public records, as defined in Section 6252, in the custody or control of the Governor when he or she leaves office, either voluntarily or involuntarily, shall, as soon as is practical, be transferred to the State Archives. Notwithstanding any other provision of law, the Governor, by written instrument, the terms of which shall be made public, may restrict public access to any of the transferred public records, or any other writings he or she may transfer, which have not already been made accessible to the public. With respect to public records, public access, as otherwise provided for by this chapter, shall not be restricted for a period greater than 50 years or the death of the Governor, whichever is later, nor shall there be any restriction whatsoever with respect to enrolled bill files, press releases, speech files, or writings relating to applications for clemency or extradition in cases which have been closed for a period of at least 25 years. Subject to any restrictions permitted by this section, the Secretary of State, as custodian of the State Archives, shall make all such public records and other writings available to the public as otherwise provided for in this chapter.

Except as to enrolled bill files, press releases, speech files, or writings relating to applications for clemency or extradition, this section shall not apply to public records or other writings in the direct custody or control of any Governor who held office between 1974 and 1988 at the time of leaving office, except to the extent that that Governor may voluntarily transfer those records or other writings to the State Archives.

Notwithstanding any other provision of law, the public records and other writings of any Governor who held office between 1974 and 1988 may be transferred to any educational or research institution in California provided that with respect to public records, public access, as otherwise provided for by this chapter, shall not be restricted for a period greater than 50 years or the death of the Governor, whichever is later. No records or writings may be transferred pursuant to this paragraph unless the institution receiving them agrees to maintain, and does maintain, the materials according to commonly accepted archival standards. No public records transferred shall be destroyed by that institution without first receiving the written approval of the Secretary of State, as custodian of the State Archives, who may require that the records be placed in the State Archives rather than being destroyed. An institution receiving those records or writings shall allow the Secretary of State, as custodian of the State Archives, to copy, at state expense, and to make available to the public, any and all public records, and inventories, indices, or finding aids relating to those records, which the institution makes available to the public generally. Copies of those records in the custody of the State Archives shall be given the same legal effect as is given to the originals.

6270. (a) Notwithstanding any other provision of law, no state or local agency shall sell, exchange, furnish, or otherwise provide a public record subject to disclosure pursuant to this chapter to a private entity in a manner that prevents a state or local agency from providing the record directly pursuant to this chapter. Nothing in this section requires a state or local agency to use the State Printer to print public records. Nothing in this section prevents the destruction of records pursuant to law.

(b) This section shall not apply to contracts entered into prior to January 1, 1996, between the County of Santa Clara and a private entity for the provision of public records subject to disclosure under this chapter.

EXHIBIT A

SCOPE OF WORK SPECIFICATIONS

San Bernardino County
Department of Public Works - Regional Parks Division



ATTACHMENT B

REFERENCES

San Bernardino County
Department of Public Works - Regional Parks Division



ATTACHMENT C

COVER SHEET

San Bernardino County
Department of Public Works - Regional Parks Division



ATTACHMENT D
PUBLIC RECORDS ACT
California Government Code Section 6250 - 6270

San Bernardino County
Department of Public Works - Regional Parks Division

